LAW REVERSIONARY INTEREST SOCIETY, LIMITED

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital £400,000
Debentures £180,000

REVERSIONS BOUGHT. LOANS MADE THEREON.

Proposal Forms and full information may be had at the Society's Offices.

W. OSCAR NASH, F.I.A., *Actuary.*

PARTRIDGE & COOPER,

LAW and PARLIAMENTARY

PRINTERS and STATIONERS.

LAW WRITING ON THE PREMISES BY PERMANENT STAFF.

191 & 192, FLEET-STREET, and 1 & 2, CHANCERY-LANE, E.C.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.
(*Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, and Law Courts, &c. 'Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c. New Parisian Restaurant for French Cooking and fine Wines.*)

LIVERPOOL - ADELPHI - Close to Central (Midland) Station.
BRADFORD - MIDLAND - Excellent Restaurant.
LEEDS - QUEEN'S - In Centre of Town.
DERBY - MIDLAND - For Peak of Derbyshire.
MORECAMBE - MIDLAND - Tennis Lawn to Seashore. Golf.
Residential Hotel—HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.
Tariffs on Application. *Telegraphic Address "Midotel."*

WILLIAM TOWLE, Manager Midland Railway Hotels.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of

LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

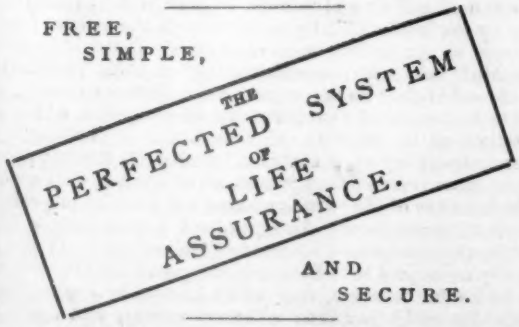
Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,



AND
SECURE.

TOTAL ASSETS, £3,000,000. INCOME, £355,000.

The Yearly New Business exceeds ONE MILLION.

Assurances in force, TEN MILLIONS.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord Chancellor of England)
The Hon. Mr. Justice KEKEWICH.
The Right Hon. Sir JAMES PARKER DEANE Q.C., D.C.L.
RICHARD PENNINGTON, Esq.
WILLIAM WILLIAMS, Esq.

VOL. XLI., No. 17.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 20, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 265
SERVICE OF ENGLISH PROCESS IN SCOTLAND 268
A QUESTION OF ALIMONY 268
LEGISLATION IN PROGRESS 269
CORRESPONDENCE 269
NEW ORDERS, &c. 271
LAW SOCIETIES 277
LAW STUDENTS' JOURNAL 278
LEGAL NEWS 279
COURT PAPERS 279
WINDING UP NOTICES 279
CREDITORS' NOTICES 280
BANKRUPTCY NOTICES 282

Cases Reported this Week.

In the Solicitors' Journal.

Biggs and Roche, Re 277
Carter and Kenderdine, Re 274
Holland v. Lazarus 275
London Health Electrical Institute (Lim.), Re 275
M'Garel (a Lunatic), Re 276
Neale and Drew's Contract, Re 274
Nicholson v. Rhodesia Trading Co. 274
Reg. v. Alderman Sir H. Knight and Rutty 276
Reg. v. H.H. Judge Turner and Hodgson 275

In the Weekly Reporter.

Crocker and Others v. Sturge and Another 271
De la Rochefoucauld v. Boustead 273
Isaac, In re. Cronbach v. Isaac 302
Lane v. Cox 301
London County Council (Appellants) v. Hobbis (Respondent) 270
Martin v. Martin & Co. 300
Venner v. McDonell 307
Weekes' Settlement and the London, Brighton, and South Coast Railway Act, 1860, In re 305
Western Counties Steam Bakeries and Milling Co. (Limited), In re 302

CURRENT TOPICS.

SIR JOHN B. MONCKTON is to preside at the anniversary dinner of the Solicitors' Benevolent Association on the 24th of May. There has been a good deal of talk about some celebration by solicitors of the Queen's Jubilee. We venture to think that no more desirable mode of celebration could be devised than a special subscription for the purpose of placing this admirable association on a thoroughly satisfactory basis as regards funds.

OUR CORRESPONDENT, Mr. B. G. LAKE, is naturally reluctant to give up the supposed handle or justification for his letter last week; but it is surely hardly worth while, even for that, to abandon the usual decencies of controversy. He devotes the first part of the letter which we publish to-day to attempting to shew that we could not have meant what we said we did mean. That is not a very courteous proceeding on the part of a disputant, and in the present case it is peculiarly unfortunate. He reasons in this wise: The President told you at the recent meeting that the Council had already prepared a comprehensive and complete scheme of action to be carried into effect in case the Bill verified your forebodings. But this you deemed insufficient, urging immediate action in opposition to any Land Transfer Bill. Now, let us test this statement by the facts. What the President said (*ante*, p. 244) was, "that the organization which was so admirably developed by our friends Mr. BENJAMIN LAKE, Mr. HUNTER, and Mr. LAWRENCE *for communicating with and ascertaining the views of the profession through the provincial law societies is still perfectly available, and can be utilized without any delay.*" He said nothing about a comprehensive and complete scheme of action being already prepared. Certainly we were not satisfied with this statement. Why? Why, for the reasons we gave! What was wanted was, not an organization for ascertaining the views of the profession, but a comprehensive and complete scheme of action, settled in detail at once, in case the Bill verified our forebodings. And that scheme, as we said, ought not to be solely on the old lines of opposition, but on wider lines, which we had previously indicated. We did not urge immediate *action* in opposition to any Land Transfer Bill, but immediate preparation for action. That, we hope, will disabuse Mr. LAKE of his misconception of our object.

WE ASKED Mr. LAKE to state what were the "some" conditions referred to by him, and supposed to be conceded by the

Government Bill, so as to make him in favour of not offering further opposition; and we enquired, in particular, whether they included the absence of compulsion. In reply, Mr. LAKE says "I wish I could do so [*i.e.*, make the statement we asked for], because in that case I should have no difficulty in making up my mind what attitude to adopt towards it" [*i.e.*, the Bill]. Are we to conclude from this that Mr. LAKE does not know the leading contents of the Bill, or whether compulsion is or is not included in the Bill, and therefore has not made up his mind whether he will accept or oppose the Bill? If this is the meaning, of course we accept Mr. LAKE's statement with great satisfaction, for it shews him to be in line with the rest of the profession. But in that case why on earth did he come forward to announce that some only of his essential conditions were really essential to his acceptance of the Bill? The same anxious wish for knowledge as is expressed by Mr. LAKE has also possessed other members of the profession, who, we rather think, have been more successful in the quest. One feature of the Bill is, we believe, by this time tolerably familiar to many solicitors, both in town and country. But that is no reason why anything should be said about the Bill until it has made its public appearance. We shall, no doubt, see in good time how far it fulfils the sponsorial vows which have been taken on its behalf. Speaking seriously, we think that our esteemed correspondent, Mr. ELLETT, sums up the proper attitude of the profession at present with his accustomed epigrammatic terseness in the words, "Let us wait for the Bill before we oppose it, but let us be prepared for opposition if necessary." We entirely assent to this, with the rider—to which we think he will agree—"Let us also wait for the Bill before we accept it, or attempt to 'educate up' the profession to the acceptance of compulsion."

IN RESPECT OF the lien of a solicitor who has ceased to act for a client, it makes all the difference whether the solicitor has discharged himself or has been discharged by the client. Where the solicitor discharges himself in the course of an action, he does not forfeit his lien altogether, but since he may not by his own act embarrass the client in the litigation, he must deliver up papers necessary for the conduct of the action, and subject to an undertaking that the delivery is without prejudice to his lien, and for re-delivery of the papers after the hearing (*Heslop* v. *Metcalfe*, 3 My. & Cr. 183). But where the solicitor is discharged by the client, he is in a better position. He need not deliver up the papers, however great may be the client's embarrassment for want of them, nor even need he allow the papers to be inspected. This latter point was considered by Lord ELDON, C., in *Lord* v. *Wormleighton* (Jac. 580), who stated generally that the solicitor ought to be able to make use of the non-production of the papers in order to get what was due to him, and consequently he refused a motion that the former solicitor might be ordered to permit inspection of papers and documents, and to produce them for the purposes of the cause. This decision was followed by MALINS, V.C., in *Re Faithfull* (L. R. 6 Eq. 325), and the same view has now been taken by KEKEWICH, J., in *Re Biggs and Roche* (reported elsewhere). For the lien to be effectual, the solicitor must be able to withhold the papers altogether. The client's remedy is to pay the costs which he has incurred. In *Lockett* v. *Cary* (10 Jur. N. S. 144), indeed, ROMILLY, M.R., expressed the opinion that the solicitor claiming a lien could not refuse inspection, but this must be taken to be incorrect.

WE PRINT elsewhere an important set of new County Court Rules. The chief matters on which they touch are the obtaining leave under section 74 of the County Courts Act, 1888, to bring an action elsewhere than in the court of the district where the defendant resides or carries on business; the appointment of guardians *ad litem*; receivers; and admiralty actions. At present the rules with respect to obtaining leave under section 74 have to be looked for in the Rules of 1892, 1895, and 1896. They are now consolidated and amended. In future the affidavit filed on behalf of a plaintiff applying for leave must state (*a*) the facts on which he relies as shewing that leave may be granted, and (*b*) the facts on which he relies as shewing that the balance of convenience is in favour of such leave being granted. The judge or registrar must then decide separately that the leave may be legally granted, and that the balance of convenience is in favour of this course, before he accedes to the application. If the leave is granted the plaintiff must, in case the residence or place of business of the defendant is more than twenty miles from the court of trial, deposit in court a sum reasonably sufficient to cover the expenses of the defendant, if successful, for travelling and for attendance at court, the amount to be fixed by the judge or registrar. A new order (VII. A.) is introduced providing for the appointment of guardians *ad litem* to defendants who are infants or lunatics not so found. The appointment is to be made in the first instance by the registrar on application on behalf of the infant or lunatic, with the written consent of the proposed guardian. If no such application is made within a limited time the plaintiff must (as under R. S. C., ord. 13, r. 1), before proceeding with the action, apply to the judge to appoint a guardian *ad litem*. Provision is also made for an appointment where it only transpires in the course of the proceedings that the defendant is under one of the disabilities in question. Where no guardian *ad litem* has been appointed, the judge may set aside the judgment and order a new trial. With respect to receivers, it is provided that every receiver appointed by the judge shall, unless otherwise ordered, be allowed a proper salary or allowance, and various new rules are added to order 13, corresponding to those of R. S. C., ord. 50, which deal with the case of a receiver neglecting to pass his accounts or to pay over balances in his hands. Moreover, the judge, before acceding to an application for the appointment of a receiver by way of equitable execution may have regard to the amount of the debt and the amount probably to be obtained and the probable costs of the appointment, and a restriction is put on the fees and costs incurred by the appointment (other than the receiver's salary) by allowing only a percentage on the debt, the percentage varying with the amount of the debt. Under order 39 B new rules are introduced with respect to the institution of admiralty action and setting them down for hearing.

A CORRESPONDENT calls attention to a question of some difficulty respecting the contracts of local authorities. It is a common practice for these bodies to advertise for tenders for supplies of goods for a certain period. The forms of tender contain a list of articles, with blanks for the prices to be filled in by the contractors, the quantities being left unspecified. The contractor signs (but does not seal) an undertaking at the foot of the tender to supply during the named period such of the articles as may be required, and the local authority accept the tender and affix their seal thereto. There is no express undertaking by the local authority to buy any of the articles from the contractor or not to buy them elsewhere. It would be difficult to establish that such an undertaking on their part is to be implied, and if that be the correct view of the situation, there seems to be a want of that mutuality of obligation which is the foundation of a contract of this kind. "Nothing," says POTHIER, speaking of a contract founded on mutual promise, "can be more contradictory to such an obligation than an entire liberty in either of the parties making the promise to perform it or not as he may please. An agreement giving such a liberty would be absolutely void for want of obligation." If the local authority attempted to enforce the obligation of the contractor in an action for damages, they would be met by a plea that the undertaking on his part was voluntary merely, and apart from the question of want of consideration, it seems clear that specific performance could not be decreed of a contract so vague in its terms; the same objections would apply to an action for penalties for breach of the undertaking, for these tenders are usually made subject to a penal clause. Even if the undertaking were under the seal of the contractor, or if he gave a bond in a penal sum to secure the performance of the contract on his part, it seems that the uncertainty of the subject-matter of the contract would make it impossible for the local authority to prove a breach. It must also be remembered that if the local authority is one to which section 174 of the Public Health Act, 1875 (or any similar enactment), applies, the

contract is not enforceable unless it conforms to the statutory requirements: see *Young* v. *Mayor of Leamington* (31 W. R. 925, 8 App. Cas. 517). Sub-section (2) of the section referred to provides that a contract of which the value exceeds fifty pounds "shall specify the work, materials, matters, or things to be furnished, had, or done," and it is very doubtful whether a contract which is silent as to the quantity of goods to be furnished is sufficiently specific to satisfy the requirements of the statute.

On Monday, in *Re M'Garel* (reported elsewhere), the Court of Appeal had to construe the provisions of the Remuneration Order as to leases. A lease had been granted to the committee of a lunatic (under the direction of the Master in Lunacy) at a rack-rent of £350, and the committee had paid to the lessor's solicitor a fee of £13 15s.—viz., £7 10s. for the first £100 of rent; £2 10s. for the second and the third £100 respectively; and £1 5s. for the additional £50 rent. On taxing the charges of the committee as against the estate of the lunatic, the Taxing-Master in Lunacy allowed only £12 10s. as the fee properly payable to the lessor's solicitor, holding that the Schedule did not authorize any fee in respect of the £50 rent beyond the £300. The Court of Appeal (Lindley, A. L. Smith, and Rigby, L.JJ.) upheld this ruling of the taxing-master. They based their decision mainly on the fact that, for a rent not exceeding £100, the fee prescribed is "£7 10s. *per cent.* on the rental," whereas in the case of a higher rent the words "per cent." are omitted. In the case, for instance, of a rent between £100 and £500, the fee prescribed is "£7 10s. in respect of the first £100 and £2 10s. in respect of each subsequent £100 of rent." The court considered that the omission of the words "per cent." was intentional. Rule 6, they said, had no application to the case before them. It applied, no doubt, to both the scales in Part II. of Schedule I., but while it applied to every case comprised in the second scale, it applied only to rents between £65 and £100 under the first scale. We must confess that this construction of the Schedule appears to us to be very narrow and technical, and that the words "per cent." might well have been taken to be implied in the case of rents exceeding £100. In truth, the words "£2 10s. in respect of each subsequent £100 of rent," especially when coupled with rule 6, seem to us to indicate a percentage. And we understand that the practice of the taxing-masters in the Chancery Division has hitherto been to allow a proportional fee for fractions of £100 when the amount of the rent, for instance, is between £300 and £400. That this has been the practice appears in *Re Negus* (39 Solicitors' Journal, 29; 1895, 1 Ch. 73), by the amount which was allowed by the taxing-master—viz., £12 5s. in respect of a rent of £290, though the point was not raised for decision in that case. And, indeed, in *Re Emmanuel & Simmonds* (30 Solicitors' Journal, 420, 502, 33 Ch. D. 40), Lindley, L.J. (at p. 49), referring to Part II. of Schedule I., said: "We find there a scale of remuneration calculated on a certain percentage of the rental." The court, however, has been consistent in adhering to its ordinary practice in relation to the Remuneration Order—viz., always, if possible, to construe it adversely to solicitors. In the present case one member of the court intimated that £7 10s. was an ample fee for the preparation of a lease, and that there was no reason for increasing it because the rent was larger, inasmuch as the work done by the solicitor would probably be much the same in either case. We have always understood that the principle of the Remuneration Order was to fix something in the nature of an *ad valorem* fee; in other words, to some extent, to make the large cases pay for the small ones, and in so doing to assimilate the remuneration of solicitors in conveyancing business and that of brokers in relation to sales and purchases of stocks and shares.

A recent case in a London police court, in which it was alleged that the defendant had obtained lodging by false pretences, though of no interest in itself, draws attention to the many common frauds which are committed with which the criminal law is unable to deal. If a person obtains a night's lodging by a false pretence, and does not ask for or obtain any money or chattel, he is not liable to punishment; but if he, by means of the false pretence, obtains as much as a cup of tea or a piece of bread-and-butter along with the lodging, then he may be convicted of the misdemeanour of obtaining goods by false pretences. The lodging, however, may be far more valuable than the goods, and the owner of the house may have lost a paying lodger by the fraud of the dishonest one, and so have been indirectly deprived of money. Again, if a person, by a false pretence (*e.g.*, by saying he is a season-ticket holder) induces the servants of a railway company to allow him to travel without payment and without a ticket, he is guilty of no indictable offence, though he may be liable to a small fine on summary conviction. But if another person obtains a ticket by a false pretence, and uses the ticket to travel the same journey, he is guilty of the misdemeanour of obtaining a chattel (the ticket) by a false pretence, and is liable to penal servitude (*R.* v. *Boulton*, 1 Den. 508). It is obvious, however, that in reality each person has committed the same wrongful act. In each case the guilty person has obtained a ride in the train, which is all he wanted, by a false pretence, though the pretences were different. Until recently, if a person induced a cabman by means of a false pretence to drive him somewhere without immediate payment, he was not liable to punishment. This is now altered as to London by the London Cab Act, 1896, but it is still the law as far as the country at large is concerned. Cases of the sort might be given to an indefinite number, but these are quite sufficient to show how weak the criminal law is in dealing with fraud. In each of these cases, of course, the defrauded person has a civil remedy, but that is generally worthless, and it is hardly creditable to one law that such persons should go scot-free. There does not appear to be any very great difficulty in the way of extending the law as to false pretences so as to include every obtaining by a false pretence of anything of pecuniary value, whether it be a tangible thing, or merely some service or accommodation, or other benefit.

In an interesting letter which we printed last week (*ante*, p. 255) Mr. Weir advanced an ingenious argument in favour of the theory that the grantor of a bill of sale is entitled to redeem at any time notwithstanding that the time fixed for payment has not arrived. His contention is that the clause in the statutory form by which the grantor assigns the scheduled chattels "by way of security for payment of" the advance and interest is equivalent to an absolute assignment followed by a proviso for redemption in which no day for redemption is named, and that, according to a principle for which he refers to Plowden's Commentaries, the mortgagor under such a proviso can redeem at any time. This result of the proviso, he further argues, is not affected by the circumstance that the deed contains a covenant for payment at a specified date, the proviso and the covenant being quite independent. With all respect to Mr. Weir's title to rank as an authority on bills of sale, we doubt whether his contention is well-founded. A proviso for redemption in which no day is named is exceptional, and it seems hardly permissible to construe the statutory form as containing by implication a proviso of this nature. The phrase, "by way of security," &c., certainly imports a right of redemption, but the right is to be defined with reference to the whole instrument, and, if this is done, it can hardly be doubted that it becomes a right to redeem at the date fixed for final payment in the subsequent covenant. In other words, the grant by way of security for payment of money means, by way of security for payment in manner afterwards in the bill of sale appearing. This seems to be the natural effect of the statutory form and brings the case within the authority of *Brown* v. *Cole* (14 Sim. 427, 14 L. J. Ch. 167), so that the grantor is precluded from redeeming before the stated day for final payment, even though he tenders the full interest up to that date. With the decision of the Court of Appeal, in the unreported case to which Mr. Weir refers, against him, we fear that his attempt to alter the current opinion as to the grantor's right of redemption will be unsuccessful, and as a matter of principle we are not sure that the grantor ought to have the right contended for. It may safely be said to be the usual understanding of both parties that the loan is to remain for the full time specified in the covenant for payment.

THE CASE of *Reg.* v. *H. H. Judge Turner and Hodgson* (reported elsewhere) is important as deciding a doubtful point of practice, which seems to have given rise to a difference of opinion among county court judges for some time past, as to whether or not a judge had in certain circumstances a discretionary power, under section 74 of the County Courts Act, 1888, to refuse leave for a summons to be issued against a defendant who resided out of the district. That section gives leave to commence an action (1) in the court within the district of which the defendant lived or carried on his business at the time of commencing the action; (2) by leave of the judge or registrar, in the court within the district of which the defendant lived or carried on business at any time within the six months preceding the commencement of the action; or (3), with the like leave, in the court in the district of which the cause of action or claim wholly or in part arose. The facts were simple enough. The cause of action arose, either wholly or in part, within the district of the county court to which the application for a summons was made by the plaintiff; the defendant resided outside that district. The learned judge, however, decided that a summons ought not to issue, although the conditions were fulfilled which gave him the power to try the case had he thought it proper to do so. The question for the court to decide was this: Can a county court judge or registrar refuse leave for a summons to issue against a defendant not residing within the district after the judge is satisfied from the affidavit of the plaintiff that the facts of the case give him jurisdiction to try the plaint? The court (WRIGHT and BRUCE, JJ.) decided that the section of the Act vested a discretion in the county court judge, and therefore that the rule obtained by the plaintiff directing the learned judge to allow such a summons to be issued ought to be discharged.

SERVICE OF ENGLISH PROCESS IN SCOTLAND.

WE publish in another column an extremely interesting letter from a Scottish correspondent dealing at considerable length with the subject of service of English originating process in Scotland. This letter contains a valuable historical sketch of the consistent resistance of the Scotch, from 1852 down to the present time, to every attempt of the English courts to legalise service of English originating process in Scotland. Our correspondent deals with this part of his subject with such obvious knowledge of details that we cannot but hope that he will give us the further benefit of his knowledge by explaining how it came about that Scottish suitors acquired the practically unrestricted right which they possess to serve Scotch originating process in England. He does not question the existence of this right, for he leaves this part of the subject severely alone. Now, the whole basis of our argument throughout this controversy has been that, inasmuch as a Scotsman has a free right to serve an Englishman with Scotch process of various kinds, he ought to be debarred from objecting to our judges conferring on an Englishman the corresponding right to serve English originating process of various kinds on a Scotsman. Our correspondent, however, tells us that the cases are quite different from one another, because service of Scotch process is quite different in its effect from service of English process. We gather from his letter that the jurisdiction of the Scottish courts rests mainly on domicile, and those courts will not entertain an action which is not strictly within their jurisdiction. This, our correspondent contends, is something quite different from the jurisdiction of the English courts, and, we presume, he refers to the fact that the English court may order service out of its jurisdiction of a writ for breach of a contract which, according to its terms, ought to be performed within its jurisdiction. But if our correspondent will look at the rule (Rules of the Supreme Court, ord. 11, r. 1 (*e*)) embodying this principle he will find that it concludes with the words "unless the defendant is domiciled or ordinarily resident in Scotland or Ireland." Moreover, he will find that rule 2 of Order 11 contains a special direction to the judge, in hearing an application for leave to serve out of the jurisdiction, to have special regard to the jurisdiction of the Courts of Scotland and Ireland. No one but a judge in person can make these orders, and the question of domicile and jurisdiction are most fully considered before such an order is made. We confess ourselves unable to see what reasonable objection there can be to the extension to an originating summons of this carefully restricted power to order service out of the jurisdiction.

There is one passage in our correspondent's letter which has such an important bearing on this question that we will repeat it here. He says, "a Scotsman served in Scotland with an English writ is *ipso facto* subjected to the jurisdiction of the English Court, unless he can demonstrate some irregularity in the service. If the service is regular, he cannot dispute the competency of the court—in other words, he cannot object to the jurisdiction." This is not correct. In the first place, the service of an English writ does not in any way deprive the person served of his right to object to the jurisdiction. On the contrary, the point involved in the passage we have quoted is fully dealt with by our rules and practice. If the person served does not take any step whatever, the court may give judgment against him in his absence. Even after that the defendant is fully entitled to apply to the court to set aside the judgment (R. S. C., ord. 27, r. 15) on the ground of want of jurisdiction or any other ground. In the second place, he may without entering appearance, or after entering an appearance under protest, apply to set aside the service of the writ, or discharge the order authorizing such service (R. S. C., ord. 12, r. 30). According to English law every service is bad—and therefore null and void—unless it is effected according to the law and jurisdiction of the court. A Scotsman, therefore, served with English process is no more bound by the service than an Englishman served with Scotch process. Both are entitled to appear before the court issuing the process and object to the jurisdiction. Both have an equal right to object to the jurisdiction even after judgment in default has been entered against them. This being the fact, we confess ourselves unable to see wherein lies the actual difference, so far as its practical effect goes, between service of Scotch process in England and service of English process in Scotland.

There is, however, a distinction between the two, and a most important distinction it is, though it is one which scarcely favours our correspondent's case. The English court will not allow any step of any kind to be taken against a defendant out of the jurisdiction without positive proof that he has been personally served; that is to say, that the plaintiff's agent has himself seen the defendant and handed to him personally a true copy of the writ, and shewn him the sealed original if he desired to see it. The Scotch court, on the other hand, has enacted (see *ante*, p. 183) that the mere posting of a registered post letter addressed to the defender beyond its jurisdiction is good and sufficient service of the writ, or summons, or other process. When our correspondent tells us that in Scotland service does not ground the jurisdiction, while in England it does, he unwittingly explains the discrepancy between the English and Scotch methods of service out of the jurisdiction which we have described. According to English law personal service is a preliminary necessity which binds the person served either to dispute the jurisdiction, or defend the action, or suffer judgment in default. According to Scotch law the fiction appears to exist that service is not even a preliminary necessity, because, theoretically, it does not ground the jurisdiction. In actual practice, we have no doubt, there must be service, or citation. The only effect the fiction seems to have had is that, in the case of service out of the jurisdiction the Scottish court has felt itself at liberty to rely on the absolute rectitude of Her Majesty's Post Office. We cannot help wondering whether the actual effect of service of English process, as we have stated it, is understood in Scotland; and whether the studious care of the rights of defendants—especially Scottish defendants—which is embodied in our Rules of Court, is appreciated by those of our Scottish fellow-subjects who seek to prevent English litigants from obtaining the facilities which Scottish litigants have so long possessed.

A QUESTION OF ALIMONY.

UNDER the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), the court has power to order alimony to be paid to a wife upon a decree either for judicial separation or for dissolution of marriage, but a question has frequently arisen whether it will exercise this power where the wife has already accepted a provi-

sion for her maintenance under a separation deed. Probably by the deed the wife has covenanted not to attempt to obtain a decree for alimony, and in any case the court would be reluctant to depart from the arrangement come to by the parties themselves, even if it had power to set aside the provisions of the deed. At the same time circumstances may have arisen since the execution of the deed which furnish a good ground for disregarding it and for remitting the wife to her original rights. Lord HANNEN when, as Sir JAMES HANNEN, he presided over the Divorce Court, was very ready to recognize this, and in *Gandy* v. *Gandy* (7 P. D. 77) he went further in the way of providing the wife with increased alimony than the Court of Appeal were prepared to follow him (7 P. D. 168). The exact effect of this divergence of opinion, and of the decision given in that case by the Court of Appeal, has been examined recently by BARNES, J., in a considered judgment in *Bishop* v. *Bishop*.

Prior to *Gandy* v. *Gandy* Sir JAMES HANNEN had very clearly stated what he conceived to be the true rule in several cases, including *Benyon* v. *Benyon* (1 P. D. 447) and *Morrall* v. *Morrall* (6 P. D. 98). In the former case provision for the husband had been made out of the wife's estate, by a separation deed, and the husband, upon obtaining a decree for dissolution of the marriage on the ground of the wife's subsequent adultery, sought to get the allowance increased. Sir JAMES HANNEN assented to this, apparently for reasons of public policy. It would be of evil example, he said, and morally dangerous, if the wife's pecuniary position could not be altered by reason of her adultery subsequent to her husband's acceptance of an allowance. In *Morrall* v. *Morrall* it was the husband who was in fault, and a similar result followed. The wife obtained a decree for dissolution of the marriage on the ground of his incestuous adultery committed before, but not discovered till after, the execution of the separation deed. Sir JAMES HANNEN assigned the change in the circumstances as a sufficient reason for departing from the arrangement made by the deed. The husband's conduct revealed a state of facts not in the contemplation of the parties when the deed was executed, so that the deed could no longer in fairness operate to bar the wife from her legal rights. So soon as circumstances justified her in bringing a suit for dissolution of the marriage, she was entitled to all the incidents of the suit, and, amongst them, to an allowance based on her husband's actual income.

In the above cases there was a decree for dissolution of the marriage, and it might have been said that Sir JAMES HANNEN based his decisions upon the special power possessed by the court after a decree for dissolution compared with its power upon a decree for judicial separation. Under section 5 of the Matrimonial Causes Act, 1859 (22 & 23 Vict. c. 61), the court has power upon making a decree for dissolution to vary settlements, whether ante-nuptial or post-nuptial. But though in *Benyon* v. *Benyon* Sir JAMES HANNEN referred to this enactment, he did not consider his jurisdiction to be restricted by it, and in *Gandy* v. *Gandy* he was prepared to give the jurisdiction a considerable extension. In that case the husband was guilty of adultery after the date of the separation deed, and the wife obtained a decree for judicial separation. Sir JAMES HANNEN now recurred to the consideration of public policy, and laid down the broad rule that the separation deed contemplated that the parties should live in chastity. Adhering to the opinion expressed in *Morrall* v. *Morrall*, he said that to insist on the deed would lead to results in a high degree prejudicial to morality, and would be in effect to hold that a husband who had entered into an agreement with his wife to live apart, making her a certain allowance, obtained thereby a license to commit adultery for the rest of his life without subjecting himself to any liabilities beyond those imposed by the deed.

But this attempt to use the jurisdiction of the Divorce Court for the promotion of morality did not commend itself to the Court of Appeal (JESSEL, M.R., COTTON and LINDLEY, JJ.) when the case came before that tribunal. Sir GEORGE JESSEL had already in *Besant* v. *Wood* (12 Ch. D. 605) given his opinion of public policy as a principle of decision. What one man or one judge, he had said, may think against public policy, another may think altogether excellent policy. In common with the other members of the court, he distinguished a decree of judicial separation from a decree for dissolution. The special powers of the court under the latter did not apply to the former, and setting aside altogether Sir JAMES HANNEN's considerations of morality, Sir GEORGE JESSEL inquired simply whether there had been such conduct on the part of the husband directly affecting the wife as to entitle her to repudiate the contract contained in the separation deed. This question he answered in the negative, the adultery of the husband after the separation not, in his view, directly affecting the wife.

This decision has placed great difficulty in the way of varying an allowance in a separation deed when the subsequent misconduct of the husband only justifies a decree for judicial separation, but it left open the question whether Sir JAMES HANNEN's earlier decisions did not still apply in cases where a decree for dissolution was obtained, and this has now come up for determination in *Bishop* v. *Bishop*. Upon a compromise of an earlier suit brought by the wife, she agreed to accept a specified annual sum by way of permanent maintenance. In the present suit she obtained a decree for dissolution of the marriage and thereupon filed a petition to have maintenance allowed by the court. To this BARNES, J., assented in reliance on the distinction drawn in *Gandy* v. *Gandy* between the power of the court in a case of judicial separation and in a case of dissolution. Having regard to this distinction, he held himself free in a case of dissolution of marriage to follow Sir JAMES HANNEN's decision in *Morrall* v. *Morrall* (*supra*) and to disregard the terms of the previous arrangement. No doubt the decision of the Court of Appeal in *Gandy* v. *Gandy* gives strong ground for the distinction, but it is to be noticed that the court there did not carefully examine the power to set aside a separation deed upon a dissolution being decreed. Under section 5 of the Act of 1859 the power of the court only extends to varying the disposition of the property effected by the deed, and it is not apparent how the court gains power to substitute for the provision of the deed an order against the husband generally. For the present, however, the distinction for this purpose between judicial separation and divorce must be taken to be established, and upon a divorce the wife is not bound by any allowance which she may previously have accepted.

LEGISLATION IN PROGRESS.

COMPANY LAW.—The Companies Bill has been read a second time in the House of Lords and referred to a Select Committee, consisting of the Lord Chancellor, Earls LEVEN and MELVILLE, VANE, DUDLEY, and KIMBERLEY, and Lords BELPER, WOLVERTON, HILLINGDON, MACNAGHTEN, MONCKTON, FARRER, DAVEY, JAMES, and ALDENHAM.

BILL PASSED INTO LAW.—The Royal Assent was given, on the 16th inst., to the Local Government (Elections) Bill.

CORRESPONDENCE.

LAND TRANSFER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I regret the publication of Mr. Lake's letter, not because I think that it means a "new departure" on his part, but because I am sorry there should be even the appearance of divergence between such important and valued champions of our cause as Mr. Lake and the SOLICITORS' JOURNAL.

Mr. Lake has never made any secret of his opinion that an improved system of registration may be possible, which would be so beneficial as to secure adoption without compulsion, but, however that may be, it is clear that a simple *non possumus* is no longer expedient or practicable. The promulgation of Mr. Wolstenholme's Bill by the Council recognizes this. The opposition of the profession has been, and is, an opposition to making the present Land Registry, with all its defects, compulsory. In that respect I see nothing in Mr. Lake's letter to indicate any intention of "throwing up the sponge"; nor, on the other hand, do I see anything in your comments to suggest that you intended to counsel an "irreconcilable attitude" towards a Bill we have not seen. "Let us wait for the Bill before we oppose it"—that is what I understand Mr. Lake to mean. "Let us be prepared for opposition, if necessary"—that is how I read your comments. In combination, these lines of policy, I believe, represent the sense of the profession, and express the attitude of the Council, and, which is not less important, of the provincial law societies.

Feb. 15. ROBERT ELLETT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The observations in your issue of the 6th inst., to which my previous letter is a reply, appear to me to go very much further than your article of last week is willing to admit. You now say that your whole object was to suggest that the Council of the Incorporated Law Society should at once prepare a comprehensive and complete scheme of action to be carried into effect in case the Bill verified your forebodings. If you had only said this, I should not have troubled you with a letter. In fact this was what the President said, and what has in fact been already done. The Land Transfer Committee—a large majority of the members of which are country solicitors—was re-constituted before the end of last year, and is in full working order. But this you deemed insufficient—urging, if words mean anything, immediate action in opposition to *any* Land Transfer Bill.

Such an attitude I strongly deprecate. Our efforts in the opposition of the last ten or twelve years have been directed to shew that the system of registration of title, as established by the Act of 1875, and as proposed to be made compulsory, was essentially defective and unworkable, and we asserted that, if an inquiry were granted, we could prove it to be so. An inquiry has been granted, and our evidence has been submitted, with the result that, in my opinion, all our objections have been established. Why should we assume, as the observations in your issue of the 6th inst. certainly do, that the results of this inquiry have been wholly disregarded by the Lord Chancellor and those who are assisting him?

I adhere to every word of my letter to the *Times*, which you are good enough to refer to with approval. I believe that the conditions which I then specified *are* essential to a satisfactory system of registration; but we may not get them all at once, or at all. The question when the Bill is introduced, if it be introduced during this Session, will be whether the conditions proposed are such as can be accepted as an experiment, or whether the character of the system is left substantially unaltered, in which case the Bill must be vigorously opposed in the interests of land-owners and the public.

You invite me to state which of the essential conditions will be contained in the forthcoming Bill. I wish I could do so, because in that case I should have no difficulty in making up my mind what attitude to adopt towards it. I hardly know in what my "wobbling" on the subject of compulsion consists. Probably you refer to the passage in my letter to the *Times*, in which I say that the area of compulsion (if still deemed necessary) should be fixed by the Bill, following in this respect the precedents of the Middlesex and Yorkshire Acts. But this is no new departure. We, all of us, London and country alike, would prefer to have no compulsory system at all; but while urging this view, all our parliamentary and other papers have asked that, if compulsion is deemed essential for a fair trial, its area should be defined by the Bill, and should not depend upon the will of one man, however exalted.

Mr. Hunter in his evidence (Q. 1087), as I in mine (Q. 2960), made the same suggestion as to an experimental area, and Mr. Saunders (Q. 1825) went even further. But though the evidence appeared at the time in your columns (and, I may add, in no other of the legal papers) I have found no comment, adverse or otherwise, upon these passages.

I do not think I can rightly be described as an apologist-in-advance for the forthcoming Government Land Transfer Bill—for it is difficult, if not impossible, to defend a Bill, the contents of which have not yet been published. Probably the authorities at the Land Registry would prefer not to have many such defenders as I have shown myself. But I have never concealed my belief, avowed for now more than thirty years, that it is quite possible to construct a system of registration of title, which would be convenient and advantageous in many cases and need not be hurtful to the profession to which I belong.

Perhaps I ought, in order to avoid misconception, to add that I am writing as an individual, and in no way on behalf of the Council.

Lincoln's-inn, Feb. 15. BENJ. G. LAKE.

[See observations in "Current Topics."—ED. *S.J.*]

[*To the Editor of the Solicitors' Journal.*]

Sir,—I was very glad to see Mr. Lake's letter in your issue of last week, as I cannot but think it would be extremely unwise and injudicious to take the line that whatever Bill the Government may introduce on the subject is and necessarily must be wholly bad, however much they may have endeavoured to meet our views.

In legislation, as well as in litigation, we have frequently to be satisfied with what is attainable, and we cannot insure obtaining "all the essential conditions of a satisfactory system."

W. M. W.

CONTRACTS OF LOCAL AUTHORITIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should be very glad if you or some of your readers would throw any light upon the following subject:

A local authority advertises for tenders for supplies for six months. The forms of tender comprise a list of various articles, with blanks for the prices, to be filled in by the persons tendering. At the foot of the price list is a form of undertaking to supply during the six months such of the above-mentioned articles as may be required, at the prices stated and in accordance with the annexed conditions. One of the conditions is that a certain penalty shall be paid in case of breach of the undertaking. There is no statement of the quantities to be supplied, nor any express undertaking by the local authority to buy any of the articles or not to obtain similar articles elsewhere. A tender signed (but not sealed) by the contractor is accepted by the local authority and sealed by them.

My points are: (1) Can the contractor be compelled to supply goods in accordance with his tender or to pay the penalty (or damages) for his failure to supply? (2) If not, would it make a difference if the tender were sealed by the contractor as well as signed? (3) If the answer is again in the negative, would it be possible to enforce the performance of the contract by a bond?

I imagine that the answer to the first question must be that the tender is void as an executory contract, both for want of certainty and for want of mutuality. But the second and third questions seem to me far more difficult.

Mutuality does not appear to be a requisite in the case of contracts under seal, but I do not see how the question of uncertainty is to be got over, or how the law can enforce an arrangement which is so dependent on the caprice of one of the parties—*i.e.*, the local authority.

On the other hand, I am not sure that a bond would not place the matter on a different footing, because in that case there would be a distinct *primâ facie* admission of a definite liability (the penal sum) on the part of the contractor. This, however, seems to be a point of form rather than of substance, because, in an action on a bond, as on any other contract, it is for the plaintiff to prove the breaches.

I have looked (somewhat hurriedly it is true) at most of the text-books on the Law of Contracts, but have not found anything bearing very closely on the subject, though the practice of obtaining such tenders is, I believe, very generally adopted. W. H. W.

Feb. 13.

[See observations in "Current Topics."—ED. *S.J.*]

SERVICE OUT OF THE JURISDICTION IN SCOTLAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In order to appreciate the aversion which is entertained on this side of the border to the service upon Scotsmen of writs of the English High Courts of Justice, attention should be paid to the previous history of this controversy, and especially to the fact, which Englishmen seem slow to recognize, that the Queen's Courts in Scotland not only administer a different system of law, but are also guided, more particularly in matters of jurisdiction, by completely different principles.

The ruling principle of jurisdiction in the law of Scotland is the idea, derived from the Roman law, and described by Mr. Westlake (Priv. Int. Law) as that "of a tie more or less permanent and durable existing between the judge and his justiciable." Hence, domicile is the leading ground of jurisdiction in Scotland; and against a defendant domiciled, but not actually present, in Scotland, the Scots Courts issue notice of the action in the shape of "edictal citation." But the citation is not the ground of jurisdiction. In the older English law such a tie was unknown as the foundation of jurisdiction, and domicile has not even now been made the regular foundation of English jurisdiction on obligations. But among the ancient principles of English law there is found the idea of a competence based upon the fact of the writ by which the action is commenced being served upon the defendant within the territory; and service is still, therefore, the leading ground of jurisdiction in English law.

Speaking generally, therefore, jurisdiction (in the sense of competency) is based in England upon service of the writ. If service can be effected the competency of the court is established. In other words, jurisdiction in England is a matter of procedure. In Scotland it is a matter of law, not of practice. No jurisdiction is created or conferred upon the Scots Courts by citation (or service) merely, and, indeed, edictal citation is only permissible in cases in which the courts have jurisdiction. One consequence of this difference is that an objection to jurisdiction means a very different thing in one country from what it does in the other. For, as, according to English views, service creates jurisdiction, a Scotsman served in Scotland with an English writ is *ipso facto* subjected to the jurisdiction of the English Court, unless he can demonstrate some irregularity in the service.

If the service is regular, he cannot dispute the competency of the court—in other words, he cannot object to the jurisdiction. In Scotland, on the other hand, no matter how service is effected, the courts will not entertain an action unless, upon well-recognized principles of international law, they have jurisdiction to do so. The question of their competency to deal with the case depends upon rules of law, subject to appeal; and is not, as in England, a question of procedure merely, which is foreclosed by service upon, and the appearance of, the defendant. It may also be noted that although edictal citation has been the practice of the Courts of Scotland for centuries, it has not called forth the remonstrances of foreign courts—a proof that its exercise has been in conformity with the rules of private international law.

The history of the service of English writs in Scotland is very different. Prior to 1852 personal service within the realm of England was necessary to enable the courts of common law to entertain an action, and up to that time service out of the jurisdiction was unknown. The Common Law Procedure Act, 1852, for the first time permitted a plaintiff to serve his writ upon a defendant abroad. If the latter chose to appear, he was taken to admit the competency of the court; if he did not so choose, the plaintiff was allowed to proceed with the action upon satisfying the court that the whole cause of action arose within the jurisdiction. But while the Bill for this Act was under discussion in Parliament, the effect of this provision upon Scotland and Ireland was noticed, and a clause was inserted excepting these countries from service out of the jurisdiction.

The same necessity for service prevailed also in the procedure of the Courts of Equity, although, prior to the date referred to, instances are found of the Court of Chancery being asked to proceed where service of the *subpœna* had been effected abroad. Towards 1830 it was becoming settled that such service was bad. In the reign of William IV. two statutes were passed allowing service out of the jurisdiction in certain cases, and in 1845, under a statute giving power to make rules for regulating the procedure of the Court of Chancery, a rule was made authorizing such service in any case. The power was, however, generally applied in conformity with sound principles of private international law, because, owing to the nature of the business brought before Chancery, it was exercised for the most part in cases where the fund or property in dispute was situated within the territorial jurisdiction of the court—a circumstance which is universally held to render a court competent to adjudicate between rival claimants—in other words, to give it jurisdiction, apart altogether from service of a writ upon parties interested.

This power of serving out of the realm plainly had the effect of largely extending the jurisdiction of the courts, but up to this time Scotsmen were exempted from the extension, by express enactment, in matters of common law, and in regard to Chancery proceedings mainly in consequence of the nature of the business of the court. So matters remained until the Rules of Court, 1875, came into operation with the English Judicature Acts.

Meanwhile, in 1868, the Judgments Extension Act was passed—an Act useful in itself, as tending to curtail judicial procedure, but which before long proved in the hands of English suitors a powerful weapon of injustice to Scotsmen. For when the Rules of Court authorized by the Judicature Acts came into operation, it was discovered that while service out of the jurisdiction was permitted by them in terms substantially identical with the clause in the Common Law Procedure Act, which formerly authorized service abroad, they contained no exception of Scotland from their operation. Service began to be made in Scotland. Judgments were obtained, for the most part in absence, for Scotsmen did not at first understand this assumption of jurisdiction over them. These judgments were registered in Scotland under the provisions of the Judgments Extension Act, and the people of Scotland then realized that they had been deprived of the protection of their own tribunals, for that statute provides that the judgment so registered is not examinable.

The advantage thus secured to English suitors caused great dissatisfaction both in Scotland and Ireland. In May, 1876, large and influential deputations from both countries waited upon the Home Secretary and upon Lord Cairns (their Chancellor), and the latter then admitted the justice of their complaint and that there had been an abuse of the assumed jurisdiction, which he promised to rectify by altering the rule. From the remarks of the Lord Chancellor upon the occasion it would appear that there had been no design on the part of the Queen's judges in England in framing the rules to encroach upon the jurisdiction of their brethren in Scotland, and that the intention had been to confine service out of the jurisdiction in Scotland and Ireland to cases where, owing to some defendants being resident in these countries, such service was necessary in order to enable the English Court to give *complete relief*. He said: "I cannot help thinking that if any person came before a judge in this country saying, 'I want to bring an action for a bill of exchange for £30 and the person is living in Cork, and I want him to come over to London,' the judge ought to say 'This is not one of the cases intended to be allowed, and I shall not allow it.'" And he added that the remedy was to be found in an alteration of the rule if too wide and if not sufficiently guarded and checked.

Thereupon was issued in June, 1876, the rule 1*a* of Order XI., in which it was attempted to define more precisely the cases in which service out of the jurisdiction should be allowed, and to meet the Scotch and Irish protests by providing that the English judge asked to allow service in these countries should have regard to the existence of competent local tribunals there.

It soon appeared, however, that the new rule did not abate the evil complained of in Scotland. English writs continued to be served there with increasing frequency. In many cases leave to serve was obtained upon misleading and often false statements in affidavits as to the competency of the Scottish Courts. And when in 1880 the Court of Chancery assumed jurisdiction over the trustees of the late Mr. Orr Ewing and sought to transfer the administration of his large estate to London, the dissatisfaction became national indignation, and the public and the legal profession united in a determined opposition to the encroachments of English Courts. The result was a revisal of the Rules, and the insertion of provisions in Order XI. limiting service in Scotland to circumstances in which it was agreed, by the representatives of the Scotch views on the subject, that no objection to it could fairly be taken.

The bargain thus embodied in the Rules of 1883 has worked fairly well, but it appears to have disappointed the expectations of persons in England who desire to extend the business of their courts to Scotland. And when, ten years later, a new edition of the Rules was called for, the occasion was taken advantage of to again assume power to extend the sphere of operations of the Court of Chancery to Scotland in a more complete form. Up to this time there had been no question of serving any writs in Scotland other than those running in the Queen's name. But the Rules of 1894 proposed to allow judges' orders also to be served there, with the result of subjecting Scotland to the jurisdiction of the Court of Chancery by means of "originating summons." This was noticed while the Rules lay for confirmation upon the table of the House of Commons. Notice of an address to her Majesty to withhold assent to the new rules was promptly given, and the feeling evoked in Scotland, and given expression to by the Scotch members, led to the proposed rules being forthwith withdrawn.

If in the interests of legal procedure it is necessary to confer more extended powers of service abroad upon the English Courts, it is equally necessary that provision should be made to preserve intact the jurisdiction and business of the Queen's Courts in Scotland. But these repeated attempts to transfer Scotch legal business to London shew that a solution of the difficulty must be sought, as indicated in the articles on this subject which have recently appeared in the SOLICITORS' JOURNAL, in "the establishment of one system of service of originating process operative throughout the United Kingdom"; and amply justify the conclusion also come to in these articles, that "this can only be done by consultation and agreement between the legal authorities in the three kingdoms."

GEO. WARDLAW BURNET.

Edinburgh, Feb. 8, 1897.

NEW ORDERS, &c.

THE COUNTY COURT RULES (MARCH), 1897.

These Rules may be cited as the County Court Rules (March), 1897, or each Rule may be cited as if it had been one of the County Court Rules, 1889, and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in the County Court Rules, 1889, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1889. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1889, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1889, or in any County Court Rules of subsequent date, or the Appendices thereto, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof

ORDER V.

COMMENCEMENT OF ACTION.

Order V., Rules 9*a* (Rule 10 of the County Court Rules, 1892), 9*b* (Rule 2 of the County Court Rules, 1895), and 9*b* (1) (Rule 4 of the

County Court Rules, 1896), and Forms 14AA, 14BB, 14C, and 14F, are hereby annulled, and the following Rule 9a (1) shall stand in lieu thereof.

1. *Order V. Rule* 9a (1). *Leave under* 51 & 52 *Vict. c.* 43, *s.* 74.] (1.) Where leave to enter a plaint is required by section 74 of the Act, an application for such leave shall be made upon an affidavit of the proposed plaintiff, or of some person on his behalf.

(2.) Such affidavit shall set forth—

(*a*) the facts on which the proposed plaintiff relies as shewing that such leave may legally be granted; and

(*b*) the facts on which he relies as shewing that the balance of convenience is in favour of such leave being granted.

(3.) Where the proposed plaintiff is an assignee of a debt, the affidavit shall state the name, address, and description of the person with whom such debt was originally contracted, and that such debt has been absolutely assigned in writing to the proposed plaintiff, and that express notice in writing of such assignment has been given to the debtor.

(4.) The affidavit shall state the deponent's sources of knowledge of the facts or circumstances deposed to, in accordance with Order XIX., Rule 2a [Rule 24 of the County Court Rules, 1892].

(5.) The affidavit on an application for leave to issue an ordinary summons shall be according to the Form 14A (1) in the Appendix; and the affidavit on an application for leave to issue a default summons shall, where the amount claimed exceeds five pounds, be according to the Form 14B (1) in the Appendix, and shall, where the amount claimed does not exceed five pounds, be according to Form 14C (1) in the Appendix.

(6.) The affidavit shall be lodged with the Registrar, together with a copy of the same for each proposed defendant.

(7.) The Judge or Registrar shall duly consider the facts disclosed by the affidavit, and if he considers that the facts relied on as showing that leave may legally be granted are sufficient to legally justify the granting of such leave, he shall further consider the facts relied on as shewing that the balance of convenience is in favour of such leave being granted; and he shall exercise his discretion in each case, as to the grant or refusal of leave, in accordance with the circumstances.

(8.) If the Judge or Registrar is of opinion that leave may legally be granted, and that the balance of convenience is in favour of such leave being granted, he may grant such leave.

(9.) If he is not so satisfied, he shall refuse such leave.

(10.) Where the proposed plaintiff is an assignee of a debt, the Judge or Registrar shall, in particular, consider whether the proposed place of trial is less convenient to the proposed defendant than any other place in which such proposed defendant might have been sued (by leave granted or otherwise) if the debt had not been assigned, and if he shall be of opinion that it is less convenient to such defendant, he shall refuse leave.

(11.) In any case in which the Registrar refuses to grant leave he shall, if so required by the plaintiff, refer the application to the Judge.

(12.) The Judge or Registrar before disposing of any application may require a further or better affidavit to be filed, or the proposed plaintiff or the deponent to attend to be examined as to the same.

(13.) Every order granting or refusing leave under this Rule shall be signed by the Judge or Registrar in his own handwriting at the foot of the affidavit.

(14.) If leave is granted, the proposed plaintiff shall, where the residence or place of business of any proposed defendant is distant more than twenty miles from the Court, deposit in Court a sum reasonably sufficient to meet any allowance for travelling expenses and attendance at Court which may be awarded to such defendant if successful. The amount to be deposited shall be fixed by the Judge or Registrar, and shall be specified in the order granting leave, and the plaint shall not be entered until the deposit is made. Such deposit shall be without prejudice to the right of the defendant to apply for a further deposit under Order XII., Rule 9; and notice of such deposit having been made, according to the Form 14C (2) in the Appendix, shall be annexed to the summons and served therewith, and the indorsement or affidavit of service shall shew that such notice was so annexed and served. The sum deposited shall remain in Court to abide the order of the Judge, or of the Registrar, if the action is disposed of without coming before the Judge. The Judge or Registrar may in any case for good cause reduce or dispense with the deposit.

(15.) Leave may be granted, and the plaint entered and summons issued, though the proposed plaintiff cannot give the present place of residence or of business of the proposed defendant, and in that case the deposit may be dispensed with; but in any such case the defendant shall be served personally, wherever in England or Wales he may be met with.

ORDER VIIA.

Appointment of Guardians ad litem to Defendants who are Infants or Persons of Unsound Mind not so found by Inquisition.

2. *Order VIIa., Rule* 1. *Appointment of guardian* ad litem *to defendant appearing on face of proceedings to be an infant or person of unsound mind.*] Where it appears on the face of the proceedings that any defendant to an action or matter is an infant or a person of unsound mind not so found by inquisition, the following provisions shall apply:—

(1.) At any time after the service of the summons, and not less than six clear days before the return day, a guardian *ad litem* to such infant or person of unsound mind may be appointed by the Registrar, on application made to him on behalf of such infant or person of unsound mind, on an affidavit according to the Form 64A in the Appendix, accompanied by a written consent of the proposed guardian to act as such guardian.

(2.) Where such appointment is made, the Registrar shall forthwith send notice by post of such appointment to the plaintiff or his solicitor, according to the Form 64C in the Appendix.

(3.) Where no application for the appointment of a guardian *ad litem* is made on behalf of the infant or person of unsound mind within the time hereinbefore limited, the Registrar shall on the sixth day before the return day send notice by post to the plaintiff or his solicitor that no such application has been made, according to the Form 64D in the Appendix.

(4.) The plaintiff shall thereupon, before proceeding further with the action or matter against such infant or person of unsound mind, apply to the Judge for an order that some proper person be assigned guardian *ad litem* of such defendant, by whom he may appear and defend, and, if necessary, for a postponement of the trial.

(5.) Such application shall be made on an affidavit according to the Form 64F in the Appendix; and notice of such application, together with a copy of such affidavit, shall three clear days at least before the day on which such notice named for hearing the application be served upon or left at the dwelling-house of the person with whom or under whose care such defendant was at the time of service of the summons, and shall also (in the case of such defendant being an infant not residing with or under the care of his father or guardian) be served upon or left at the dwelling-house of the father or guardian (if any) of such infant: Provided that the Registrar may, on the application of the plaintiff, dispense with such last-mentioned service.

(6.) On the hearing of the application the Judge, if satisfied with the proposed guardian, may appoint him to act as such guardian; but if not so satisfied, the Judge may appoint any other person willing to act as guardian; or in default of such person, the Judge may appoint the Registrar to act as guardian; and the action or matter shall thenceforth proceed as if a guardian had been appointed on behalf of the defendant; but no responsibility shall attach to any person so appointed guardian at the instance of the Judge. The Judge may, if necessary, on the hearing of such application, postpone the trial.

(3.) *Order VIIa., Rule* 2. *Appointment of guardian* ad litem *to defendant ascertained to be an infant or person of unsound mind.*] Where it does not appear on the face of the proceedings, but is made to appear in the course of the proceedings, that any defendant to an action or matter is an infant or a person of unsound mind not so found by inquisition, the following provisions shall apply:—

(1.) If on any defendant appearing at the trial it appears that such defendant is an infant, and such defendant names a person as his guardian who then assents so to act, such person shall be appointed guardian accordingly; but if the defendant does not name a guardian, the Judge may appoint as guardian any person in Court who is willing to act as such guardian; or in default of any such person the Judge may appoint the Registrar to act as guardian; and the action or matter shall thenceforth proceed as if the infant had named a guardian, and the name of the guardian appointed shall be entered according to the Forms 65A or 66A in the Appendix; but no responsibility shall attach to any person so appointed guardian at the instance of the Judge.

(2.) In any other case, on its being made to appear that any defendant is an infant or a person of unsound mind not so found by inquisition, the action or matter shall not proceed against such defendant until a guardian *ad litem* has been appointed.

(3.) Such appointment may be made at any time within six days of its being made to appear that such defendant is an infant or person of unsound mind, on application made on behalf of such defendant in accordance with paragraphs (1) and (2) of the last preceding Rule; and if no such application is made within such period of six days, the Registrar shall send notice to the plaintiff in accordance with paragraph (3) of the same

Rule; and thereupon the plaintiff shall, before proceeding further with the action or matter against such defendant, apply for such appointment in accordance with paragraphs (4) to (6) of the same Rule. And the trial shall, if necessary, be postponed to allow an application for the appointment of a guardian to be made.

4. *Order VIIa., Rule* 3. *Power to set aside judgment against infant or person of unsound mind where no guardian appointed. Report to Judge by bailiff charged with execution of process.*] Where judgment has been obtained or an order made against a defendant who was at the time an infant or a person of unsound mind not so found by inquisition, without a guardian *ad litem* having been appointed to such defendant, the Judge may set aside such judgment or order and order a new trial, or make such other order as may be just. And it shall be the duty of any high bailiff or other officer charged with the execution of any process against a defendant, who ascertains or has reason to believe that such defendant was an infant or person of unsound mind when the judgment or order was obtained, forthwith to report the matter to the Judge, and to stay execution of the process against such defendant until further order of the judge.

5. *Order VIIa., Rule* 4. *Order XXII., Rule* 8, *annulled.*] Order XXII., Rule 8, and Forms 65 and 66, are hereby annulled.

ORDER IX.

Discontinuance, Confession, Admission, and Payment into or out of Court.

6. *Order IX., Rule* 12a (1).] The form referred to in Order IX., Rule 12*a* (Rule 7 of the County Court Rules, 1896), and the Appendix as Form 104A, shall be referred to and numbered and printed as Form 104 (1).

ORDER XII.

Interlocutory and Interim Orders and Proceedings.

7. *Order XII., Rule* 16. *Provisions as to hearing fee in case of adjournment.*] No hearing fee shall be paid where the trial of any action or matter is postponed or adjourned before the case is called on for trial, or after it has been called on, but before it is opened; but after the case is called on for trial and opened, no second or subsequent postponement or adjournment shall be granted until the hearing fee be paid.

8. *Order XII., Rule* 12. *Annulled in part.*] Order XII., Rule 12, from the words "no hearing fee" to the end of the Rule, is hereby annulled.

ORDER XII.

Receiver.

9. *Order XIII., Rule* 2a. *Remuneration of receiver. R.S.C. Order* 50, *Rule* 16.] Every receiver appointed by the Judge shall, unless otherwise ordered, be allowed a proper salary or allowance.

10. *Order XII., Rule* 6a. *Certificate of result of audit. Conf. R.S.C., Order* 50, *Rule* 22.] The Registrar shall after each audit of a receiver's accounts make and sign a certificate stating the result of such audit.

11. *Order XIII., Rule* 9. *Neglect of receiver. Conf. R.S.C., Order* 56, *Rule* 18.] With respect to any receiver who shall neglect to submit his accounts to be audited or to pay over any balance in his hands, the Judge may from time to time, when his subsequent accounts are produced to be audited, disallow the salary or allowance therein claimed by such receiver, and may also, if he shall think fit, charge him with interest at the rate of £5 per cent. per annum upon any balance so neglected to be paid by him during the time such balance shall appear to have remained in the hands of such receiver.

12. *Order XIII., Rule* 10. *Consequence of default by receiver. Conf. R. S. C., Order* 50, *Rule* 21.] In case of any receiver failing to leave any account or affidavit, or to pass any account, or to make any payment or otherwise, the receiver or the parties, or any of them, may be required to attend before the Judge to show cause why such account or affidavit has not been left, or such account passed or such payment made, or any other proper proceeding taken; and thereupon the Judge may give such directions and make such orders as shall be proper, including directions for the discharge of any receiver and the appointment of another, and any order as to costs.

13. *Order XIII., Rule* 11. *As to appointment of receiver by way of equitable execution. Conf. R. S. C., Order* 50, *Rule* 15*a*.] In every case in which an application is made for the appointment of a receiver by way of equitable execution, the Judge in determining whether it is just or convenient that such appointment should be made shall have regard to the amount of the debt and costs claimed by the applicant, to the amount which may probably be obtained by the receiver, and to the probable costs of his appointment, and may, if he shall so think fit, direct any inquiries on these or other matters before making the appointment.

14. *Order XIII., Rule* 12. *Fees and costs on appointment of receiver by way of equitable execution. See Regulations in Q.B.D. Annual Practice*, 1896, *p.* 927.] Where a receiver is appointed by way of equitable execution, fees may be charged and costs may be allowed as on an interlocutory application in an equitable action or matter.

Provided that—

(1.) Where the amount of debt and costs due to the applicant exceeds fifty pounds, but does not exceed one hundred pounds, the total amount to be allowed for fees and costs (exclusive of the allowance to the receiver, but including the costs of obtaining his appointment, completing his security, passing his accounts, and obtaining his discharge) shall not exceed two and a half per cent. of the amount of such debt and costs in respect of fees, or the like amount in respect of costs;

(2.) Where the amount of such debt and costs exceeds twenty pounds, but does not exceed fifty pounds, the total amount to be allowed for fees and costs shall not exceed one pound five shillings in respect of fees, or the like amount in respect of costs; and

(3.) Where the amount of such debt and costs exceeds five pounds, but does not exceed twenty pounds, there may be allowed for fees and costs respectively such sums, not less than seven shillings and sixpence and not exceeding one pound in each case, as the Judge shall direct;

(4.) Where the amount of debt and cost does not exceed fifty pounds, the Judge may, instead of directing the receiver to give security, direct that the applicant shall be answerable for the acts and defaults of the receiver, and that the receiver shall not receive more than the amount of the debt and costs due to the applicant, and the allowance to the receiver and the allowed fees and costs of obtaining the order appointing the receiver, without the leave of the Judge.

ORDER XVI.

Discovery and Inspection.

15. *Order XVI., Rule* 23. *Order to apply to infants Conf. R. S. C., Order* 31, *Rule* 29.] This Order shall apply to infant plaintiffs and defendants, and their next friends and guardians *ad litem*.

ORDER XXV.

Enforcement of Judgments and Orders.

Order XXV., Rule 21, is hereby annulled, and the following Rule shall stand in lieu thereof:

16. *Order XXV., Rule* 21a. *Adjournment.*] The hearing of a judgment summons may, by leave of the Judge, be adjourned from time to time, and the provisions of Order XII., Rule 16, shall apply to any such adjournment.

17. *Order XXV., Rule* 38a*a* (1). *Costs to solicitor on judgment summons under* £10.] A fee not exceeding five shillings may, if the Judge thinks fit, be allowed under Order XXV. Rule 38*aa* (Rule 13 of the County Court Rules, 1895), where the amount for which the judgment summons issues does not exceed ten pounds.

ORDER XXXIXB.

Admiralty Actions.

Order XXXIXB., Rules 8*a* and 8*b* (Rules 30 and 31 of the County Court Rules, 1895), and Rules 22 and 23, and Forms 319A and 320A (in the Appendix to the County Court Rules, 1895), are hereby annulled, and the following Rules and forms shall stand in lieu thereof:

Particulars and Summons.

18. *Order XXXIXb., Rule* 8a (1). *Particulars.*] A plaintiff desiring to institute an Admiralty action shall, where the claim is of a liquidated nature, and may in any other action, file with the præcipe particulars of his claim, with, in an action *in rem*, a copy thereof for service, and, in an action *in personam*, as many copies thereof as there are defendants to be served. If the proceedings are commenced by a solicitor, the particulars must be signed in accordance with Order VI., Rule 10*a* (Rule 12 of the County Court Rules, 1892), otherwise the costs of such particulars shall not be allowed.

19. *Order XXXIXb., Rule* 8b (1). *Summons. Forms* 319a (1), 320a (1).] Immediately upon the filing of the præcipe the Registrar shall enter a plaint and issue a summons according to the Form 319A (1) or the Form 320A (1) in the Appendix, for service by the solicitor should the proceedings have been commenced by a solicitor or by the bailiff of the Court. Where particulars are filed they shall be annexed to the summons before service, and shall be deemed to be part thereof.

20. *Order XXXIXb., Rule* 22a. *Setting down for hearing, and notice thereof. Form* 325.] Where an appearance has been entered, any party may apply to have an action set down for hearing, and it shall be set down accordingly, either on a day appointed for the transaction of the ordinary general business of the Court, or on a day appointed by the Judge on application made pursuant to Rule 3

of this Order; and the Registrar shall forthwith give to each party in the action a notice under the seal of the Court, stating the day upon which the action has been directed by the Judge to be heard.

21. *Order XXXIXb., Rule 23a. Procedure in default of appearance.*] Where no appearance has been entered within the time limited by the summons, then—

(1.) If the claim if for salvage or towage and is not of a liquidated nature, and is not for damages, the plaintiff may, on filing the affidavit of due service of the summons, apply to have the action set down for hearing, and it shall be set down accordingly, either on a day appointed for the transaction of the ordinary general business of the Court, or on a day appointed by the Judge on application made by the plaintiff; and the Registrar shall forthwith give to the plaintiff a notice under the seal of the Court, stating the day upon which the action has been directed to be heard;

(2.) In any other case, the plaintiff may apply to have the action set down for hearing; or he shall, on filing an affidavit of due service of the summons, be at liberty to sign final judgment for the amount named in the particulars in claims of a liquidated nature, with costs to be taxed by the Registrar, or interlocutory judgment with costs to be taxed in actions for damages, and in the latter event the damages shall be assessed by the Registrar under the Rules provided for the assessment of damages.

[There is an Appendix of forms.]

We, Alfred Martineau, Henry J. Stonor, Richard Harington, William L. Selfe, and William Cecil Smyly, being Judges of County Courts, appointed to frame Rules and Orders for regulating the Practice of the Courts and Forms of Proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed) ALFRED MARTINEAU.
HENRY J. STONOR.
RICHARD HARINGTON.
WM. L. SELFE.
WM. CECIL SMYLY.

Approved (Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, C.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
R. ROMER, J.
GAINSFORD BRUCE, J.
H. H. COZENS-HARDY.
JOSEPH ADDISON.

I allow these Rules, which shall come into force on the twenty-fifth day of March, 1897.

(Signed) HALSBURY, C.

The 15th day of February, 1897.

RULE OF THE SUPREME COURT.

ORDER XXII., RULE 17A.

The Rule of the Supreme Court, November, 1888 (as to Investment of Funds in Court), shall be read as if in the paragraph commencing "nominal debentures or nominal debenture stock" there were inserted after the words "Local Loans Act, 1875," the words "or under the Isle of Man Loans Act, 1880."

Dated the 10th of February, 1897.

(Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, C.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
R. ROMER, J.
GAINSFORD BRUCE, J.
HERBERT H. COZENS-HARDY.
JOSEPH ADDISON.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 15th day of February, 1897.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice Kekewich (1896—J.—No. 2,092).

J. Lyons & Co, ld v Olympia, ld (Registered 1st October, 1895), and others

HALSBURY, C.

CASES OF THE WEEK.

High Court—Chancery Division.

NICHOLSON v. RHODESIA TRADING CO. North, J. 10th Feb.

COMPANY—GENERAL MEETING—DIVIDEND.

Motion. The articles of the defendant company provided that the general meeting should be held in July or August in every year, and that at such meeting there should be submitted the accounts, balance-sheets, directors' reports, and a dividend should be sanctioned, and that at the ordinary general meeting every year accounts should be produced made up to a date not more than three months before such meeting. The company was incorporated in April, 1896, and traded in South Africa. The first general meeting had been held in August, 1896, but no accounts had then been received from South Africa. A notice had been issued by the company calling a general meeting to sanction a dividend. The accounts, however, were only made up to the 31st of August, 1896. A shareholder brought this action for an injunction to restrain the company.

NORTH, J., held that there was no power to declare a dividend, except at an ordinary general meeting, and that even if the company could do so at an extraordinary general meeting, the accounts must be brought up to the date required by the articles in the case of such ordinary general meeting.—COUNSEL, *Levett*, Q.C., and *Rowlatt*; *F. Ritter*. SOLICITORS, *Torr & Co.*; *H. R. Sadd*.

[Reported by R. SILLEM, Barrister-at-Law.]

Re **CARTER AND KENDERDINE.** North, J. 11th Feb.

VENDOR AND PURCHASER—VOLUNTARY SETTLEMENT—BANKRUPTCY ACT, 1883, s. 47.

Summons asking for a declaration that the vendors had made a good title to certain real estate, notwithstanding section 47 of the Bankruptcy Act, 1883. The vendors derived title under a voluntary settlement made in 1886.

NORTH, J., held that in view of the conflicting decisions of *Re Briggs and Spicer* (39 W. R. 377; 1891, 2 Ch. 127), *Re Vansittart* (1893, 2 Q. B. 377); and *Re Brall* (1893, 2 Q. B 381), the title was too doubtful to force on a purchaser, and the only thing he could do was to dismiss the summons.—COUNSEL, *Borthwick*; *Eustace Smith*. SOLICITORS, *Miller, Smith, & Bell*; *Gerrish & Foster*.

[Reported by R. SILLEM, Barrister-at-Law.]

Re **NEALE AND DREW'S CONTRACT.** Kekewich, J. 11th Feb.

VENDOR AND PURCHASER—CONDITIONS OF SALE—DEFECT IN TITLE DISCOVERED ALIUNDE—MINERALS—"INCORRECT STATEMENT, ERROR, OR OMISSION IN PARTICULARS OF SALE"—COMPENSATION.

Vendor and purchaser summons asking for a declaration that the purchaser was entitled to compensation under the contract for the omission in the particulars of sale of the property sold to disclose the reservation of the minerals under part of the same property to the lord of the manor. The particulars contained a statement that valuable deposits of strontia were believed to underlie the property. The third condition of sale provided that the title to the property should commence as to part with an indenture of the 25th of October, 1866, and as to the residue with an indenture of the 13th of February, 1868. The seventh condition was as follows: "Any incorrect statement, error, or omission which may be discovered in the particulars of sale affecting the nature of the property shall not annul the sale, but provided the same be pointed out before completion, the vendor or the purchaser (as the case may be and require), shall allow or pay compensation," the condition then provided for the manner in which the compensation was to be ascertained. By investigating the title prior to 1866, the purchaser discovered *aliunde* that the vendor could not give him a good title to the strontia underlying a small portion of the property sold. The purchaser alleged that the minerals under this portion did not belong to the vendor, but were vested in the lord of the manor by virtue of an Inclosure Award made in 1845, and claimed compensation in respect thereof under the seventh condition. The vendor, while not admitting that he was unable to make a good title to the minerals in dispute, contended that, even if he could not give a good title to them, his failure to do so was not a fit ground for compensation under the seventh condition. Counsel for the purchaser referred to the following cases: *In re National Provincial Bank of England and Marsh* (43 W. R. 186; 1895, 1 Ch. 190), *In re Scott and Alvarez's Contract* (43 W. R. 694; 1895, 1 Ch. 596; 1895, 2 Ch. 603), and *Ashburner* v. *Sewell* (40 W. R. 169; 1893, 1 Ch. 405).

KEKEWICH, J.—In the present case the question which I have to decide is simply this, Is the purchaser's claim for compensation covered by the contract of sale or not? The answer to this question depends upon the seventh condition, which is in the ordinary form. In my opinion this condition would cover the case of an easement or a restricted right of user, but it seems to me that the condition is not aimed at a defect in title such as this, for that is guarded against by the third condition. I do not think, therefore, that the purchaser can say he is entitled to compensation under the seventh condition, and consequently the summons fails.—COUNSEL, *H. M. Humphry*; *Dibdin*. SOLICITORS, *Torr, Gribble, Oddie, & Sinclair*, for *Osborne, Ward, Vassall, & Co.*, Bristol; *Bridges, Sawtell, Heywood, Ram, & Dibdin*, for *Thurston & Jolly*, Thornbury.

[Reported by H. J. A. MORRISON, Barrister-at-Law.]

Winding-up Cases.

Re **LONDON HEALTH ELECTRICAL INSTITUTE (LIM.).** C. A. No. 2. 12th Feb.

COMPANY—WINDING-UP—PETITION BY UNSECURED CREDITOR—DEBENTURES COVERING ASSETS—DEBENTURES ISSUED IN FRAUD OF CREDITORS—13 ELIZ. C. 5, SS. 1 AND 2—INQUIRY AS TO VALIDITY OF DEBENTURES.

The above-named company was registered under the Companies Act in 1892. It was formed for the purpose of acquiring and carrying on certain businesses, which were the property of G. & M. Spalding. The company was a private company, Messrs. Spalding and their nominees being the only members. On its formation £6,000 debentures were issued to Messrs. Spalding as consideration for the transfer of the businesses. The company having become insolvent, a winding-up petition was presented by one of its trade creditors. The petition was opposed, on the ground that the assets were insufficient to satisfy the debentures, and that, therefore, there would be nothing for the ordinary creditor in a winding-up, and was dismissed by Vaughan Williams, J. The petitioner appealed. On behalf of the petitioner, it was argued that the businesses transferred to the company were of no value, and that, therefore, there was no consideration for the debentures, which were consequently void under 13 Eliz. c. 5, ss. 1 and 2, as against creditors of the company; that on the same ground the case was distinguishable from *Salomon* v. *Salomon* (1897, A. C. 22); that on the authorities a plea of no assets was not a conclusive answer to such a petition; and that, at all events, the petition should stand over, and an inquiry, as in *Re Olathe Silver Mining Co.* (27 Ch. D. 278), be directed as to whether the debentures had not been issued with a view to defeat creditors.

LINDLEY, L.J.—In my opinion it is impossible to draw any distinction between this case and *Salomon* v. *Salomon*, and we are accordingly bound by that decision. In the course of his judgment in that case Lord Watson (p. 37), referring to the agreement for sale of the business of the company, said: "The agreement . . . was, in the full knowledge of the facts, approved and adopted by the company itself, if there was a company, and by all the shareholders who ever were, or were likely to be, members of the company." And the court came to the conclusion that it could not be set aside. We must come to the same conclusion in the present case. That being so, we must treat the debentures as valid. How, then, can it be said that there is any possibility of there being a farthing for the unsecured creditors in the event of a winding-up? This is a common and unfortunate state of things, and, since the decision above referred to, apparently without a remedy, unless tradesmen refuse to deal with such companies except for cash. The only way in which we could come to a different conclusion from Vaughan Williams, J., would be by holding that a winding-up might be ordered notwithstanding that there could be no assets; but in face of the authorities we cannot do that. It has been suggested that the petition should stand over, and that an inquiry should take place as to the validity of the debentures; but I do not think we ought to direct such an inquiry at this stage of the proceedings. I cannot differ from Vaughan Williams, J., and am of opinion that the appeal should be dismissed with costs.

A. L. SMITH and RIGBY, L.JJ., gave judgment to the same effect.—COUNSEL, *Waghorn* and *E. A. Nepean*; *Butcher*; *Austen-Cartmell*. SOLICITORS, *A. Arnold Hannay*; *Mann & Taylor*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. v. H. H. JUDGE TURNER AND HODGSON. Div. Court. 1st Feb.

PRACTICE—COUNTY COURT—WHERE ACTION MAY BE COMMENCED—DISCRETION OF JUDGE TO GRANT LEAVE FOR SUMMONS TO BE ISSUED—COUNTY COURT ACT, 1888, S. 74—ORDER V., RULE 9A, OF COUNTY COURT ORDERS, 1889.

In this case a rule *nisi* had been obtained on the express understanding that it was not to be made absolute in the event of no one appearing to shew cause, and that the Treasury solicitors were to be communicated with in order that the rule might be argued by the Crown if, as was stated, the question was one of importance. The question raised was whether a judge of a county court had discretion under section 74 of the County Court Act, 1888, to refuse to allow a summons to issue against a defendant who resided out of the district, when it was shewn by affidavit that the cause of action had arisen in part within the district of that county court. Counsel, in moving for the rule, said that some difference of opinion existed among county court judges as to the proper construction to be placed upon this section, and so far as he was aware there was no case which was a direct authority. He stated also that his honour Judge Turner thought that a county court judge ought not to be called upon to use his discretion and go into the facts of each case, and that the learned judge had written to the Lord Chancellor asking him whether he considered his view of the section a correct one—namely, that a judge or registrar had no discretion after having satisfied himself that that court had jurisdiction and was bound to issue a summons if the cause of action arose partly or wholly in the district of such county court judge or registrar. The Lord Chancellor in reply expressed his opinion that the view taken by his honour was incorrect, the words of the section being in his opinion merely permissive. Thereupon the learned judge refused leave. The rule was directed to the judge of the Durham County Court holden at Stockton, calling upon him to give leave for the issue of a plaint at Stokesley, a town situated in a district out of the jurisdiction of that court. The facts were these: The defendant Hodgson, from whom the plaintiff, one John Macdonald, claimed the sum of £2 for goods sold and delivered, resided at Langdale, a town in the district, not of Stockton, but of Stokesley. The goods were sold on credit, and were delivered at Stokesley upon the railway, so that the cause of action arose if not wholly, at any rate, in part, in Stockton. Section 74 of the County Court Act, 1888, which provides for the service of process out of the jurisdiction, directs that: "Every action or matter may be commenced by leave of the judge or registrar in the court within the district of which the defendant dwelt or carried on business, or with the like leave in the court in the district of which the cause of action or claim wholly or in part arose." Counsel, in shewing cause, submitted that the true construction of the section was that it was a condition precedent to the county court exercising a discretion that the cause of action or part of it should arise within the district. He cited *Brown* v. *The London and North-Western Railway Co.* (32 L. J. Q. B. 318). Unless the cause of action arose wholly or in part within the district the judge had no jurisdiction, but having got that jurisdiction it was for him to say, in the exercise of his discretion, whether the summons ought, on the ground of convenience or otherwise, to be issued: *The Société Générale de Paris* v. *Dreyfus Bros.* (37 Ch. D. 215). The county court rule was to the same effect as order 11 of the R. S. C., which was practically the same as this section. It was clear therefore that the framers of the rule considered that the section gave the judge discretion in the matter, and the court should not hold that a rule so framed was *ultrâ vires*: *Poyser* v. *Minors* (7 Q. B. D. 329), *In re Baker* (44 Ch. D. 262). For these reasons the rule ought to be discharged. Counsel, in support of the rule, submitted that if the cause of action arose wholly or in part within the district, then the judge had no discretion, and it was his duty at once to allow the summons to issue. He contended that in statutes, words which were only directory, permissive, or enabling might have a compulsory force when the thing to be done was for the public benefit or in advancement of public justice: *Rex.* v. *Stewards and Suitors of the Manor of Havering, atte Bower* (5 B. & Ald. 691). The plaintiff had a right to issue process in the county court, because he had brought himself under one of the three conditions on which the exercise of that jurisdiction depended, and having done so, he had a right to have his action heard. The discretion of the judge was confined to the question of jurisdiction, to whether there was a cause of action made out by the plaintiff, and whether the defendant had lived within six months within the district of the county court where the action was brought. Having decided, as in the present case, that the court had jurisdiction to try the plaint, the judge was bound to allow a summons to issue.

THE COURT discharged the rule.

WRIGHT, J., considered that the language of the section was as explicit as it could be made. In certain cases it was the right of the plaintiff to sue "in the court within the district of which the defendant shall dwell or carry on his business at the time of commencing the action"; in another case the action "may be commenced by leave of the judge or registrar in the court within the district of which the defendant dwelt or carried on business at any time within six calendar months next before the time of commencement of proceedings"; and in a third case "with the like leave in the court in the district of which the cause of action or claim wholly or in part arose." Under that section a rule had been framed which bound the judge and the parties unless it was *ultrâ vires*. That rule was 9a of order 5 of the County Court Rules, 1889, and it expressly obliged the judge in these terms: "The judge or registrar shall duly consider the facts disclosed by the affidavit, and exercise his discretion in each case as to the grant or refusal of leave in accordance with the circumstances." Unless, therefore, that rule was *ultrâ vires*, as going beyond or contravening section 74 of the Act, it was clear that the judge must exercise a discretion in each case, and was not bound to grant leave.

BRUCE, J., thought that the rule governing this case was found clearly expressed in the case of *Julius* v. *Bishop of Oxford* (5 App. Cas. 214). [The learned judge then read Lord Penzance's judgment, and continued:] The question raised in the present case was whether there were any considerations sufficiently cogent to exclude the idea that the Legislature intended a discretion to be vested in the judge. In his opinion it was intended that the judge should have such discretion, and it would be putting a very unreasonable construction upon the words of the section to hold otherwise. Rule discharged.—COUNSEL, *H. Sutton*; *Scott-Fox*. SOLICITORS, *The Treasury Solicitor*; *Eldridge & Sprott*, for *C. J. Archer & Parkin*, Stockton-on-Tees.

[Reported by ERSKINE REID, Barrister-at-Law.]

HOLLAND v. LAZARUS. 11th Feb.

NUISANCE—DRAIN—SEWER—LIABILITY—CONNECTION OF RAIN-PIPE WITH DRAIN.

Action tried by Bruce, J., without a jury. The facts were as follows: The plaintiff was the occupier of No. 18a, Dysell-street, Dalston-lane, and the defendant was the owner of Nos. 20, 22, 24, and 26, Dysell-street, adjoining the plaintiff's premises. The plaintiff claimed damages for a nuisance created by sewage matter percolating through the soil into his premises, and an injunction. A drain for carrying off the sewage of the defendant's four houses, constructed under the order and with the approval of the vestry in 1884, ran under the premises now occupied by the plaintiff. It was alleged that, owing to the defective construction of this drain, the plaintiff's premises were rendered partly uninhabitable by the percolation of sewage and noxious gases, and that this resulted in serious loss of lodgers to the plaintiff. The plaintiff's predecessor in title had connected a three-inch rain-pipe with the drain by means of a six-inch pipe. The evidence shewed that there was absolutely no fastening in the

connections, and that the smells and leakage resulted, in great part, from this fact; but there was also evidence of leakage from other parts of the defendant's drain under the plaintiff's premises. It was contended on behalf of the defendant that the drain alleged to be defectively constructed, though originally a drain repairable by the defendant, had, by reason of the connection with it of the plaintiff's rain-pipe, been converted into a sewer repairable by the vestry, and that the defendant was not liable for its condition. On this point *Kershaw* v. *Taylor* (44 W. R. 28; 1895, 2 Q. B. 471) and *Reg.* v. *St. Matthew, Bethnal Green* (1896, 2 Q. B. 319) were cited, and reliance was placed upon section 250 of the Metropolis Management Act, 1855, which enacts that in that Act "the word 'drain' shall mean and include any drain of and used for the drainage of one building only or premises within the same curtilage and made merely for the purpose of communicating with a cesspool or other like receptacle for drainage, or with a sewer into which the drainage of two or more buildings occupied by different persons is conveyed, and shall also include any drain for draining any group or block of houses by a combined operation under the order of any vestry or district board; and the word 'sewer' shall mean and include sewers and drains of every description except drains to which the word 'drain' interpreted as aforesaid applies."

BRUCE, J., held that the plaintiff's rain-pipe, being used for carrying the water from the roof of the house into the defendant's drain, was itself a drain, and that the fact of its having been connected with the defendant's drain converted that drain into a sewer. He also held that the plaintiff could not recover for nuisance, on the ground that whatever nuisance there was arose from the imperfect joining of the plaintiff's own pipe on his own premises. But he held that a certain amount of leakage from the defendant's pipe, as it passed under the plaintiff's house, had been proved, and that, on the authority of *Humphries* v. *Cousins* (2 C. P. D. 239), the defendant was technically liable for trespass, and he gave judgment for the plaintiff with one farthing damages for the trespass, but directed that he should pay all costs save such as should appear to the taxing-master attributable to the trespass.—COUNSEL, *Macaskie; H. A. Forman* and *F. O. Robinson*. SOLICITORS, *J. W. Burnard; M. Nordon*.

[Reported by T. R. C. DILL Barrister-at-Law.]

REG. v. ALDERMAN SIR H. KNIGHT AND RUTTY. Div. Court. 1st Feb.

MAGISTRATE—SUMMONS—DISCRETION TO REFUSE TO HEAR FURTHER EVIDENCE TENDERED BY PROSECUTOR—MANDAMUS—SUMMARY JURISDICTION ACT, 1848 (11 & 12 VICT. c. 43), s. 14.

In this case a rule had been obtained calling upon Alderman Sir H. Knight to shew cause why a writ of *mandamus* should not issue commanding him to hear and determine two summonses against Mr. Rutty, alleging offences under the Rabies Act, 1895, and the Diseases of Animals Act, 1894. The defendant was summoned by an inspector of the City of London Police on the 11th of December last at the Guildhall Police Court for having allowed two dogs to be in a public place contrary to the provisions of the above Acts. The facts were shortly these: On the 27th of November the defendant went to the Civil Service Stores in Queen Victoria-street and left his two dogs outside, in charge of the commissionaire. A witness had seen the dogs, while tied up, snap at the legs of the passers by, and they in fact bit three persons. One of these, Dr. Maurice Handl, who was the most severely bitten, complained to a police constable, and Police Inspector Fitzgerald, on his information, obtained the summonses against the defendant. Before the magistrate the inspector stated that the dogs were muzzled, and that he had a witness who saw the dogs snap and also the three persons who had been bitten ready in court to give evidence. The first witness having been called, the magistrate asked what sort of muzzles the dogs were wearing, and the inspector said they were similar muzzles to two which he then produced. On seeing the class of muzzle that the dogs had on, the magistrate refused to hear further evidence, and dismissed the summonses. The rule *nisi* was obtained, on the ground that the magistrate had used his discretion wrongly, and ought not to have dismissed the summonses; having, it was alleged, been prompted to do so from some personal feeling against the Muzzling Order, which ought not to have had weight with him, and also that under section 14 of Jervis' Act (11 & 12 Vict. c. 43), which directs that a magistrate "shall proceed to hear such witnesses as the prosecutor may examine and such evidence as he may adduce," he was bound to hear the evidence of the other witnesses present before giving his decision. The rule having been obtained the magistrate filed an affidavit, in which he stated for the first time as his reason for dismissing the summonses, that in his opinion the muzzles had slipped, and that the defendant having given the dogs in charge of the commissionaire during his absence, he had used all reasonable care, and was not liable. Counsel in shewing cause against the rule, submitted that the magistrate had in fact heard and determined the case, and that having used his discretion as to whether or not further evidence should be called, the rule ought to be discharged. Counsel in support of the rule contended that the provisions of the muzzling order could not have been complied with. Under the order dogs were to be securely and properly muzzled, so as to render it impossible for them to bite. Theoretically the muzzles might have complied with the requirements of the order, being of the regulation cage muzzle type, but the magistrate refused to hear evidence which placed beyond doubt that the dogs not only might with these muzzles on bite persons, but that in fact they had bitten persons. The point desired to be raised before the magistrate, was whether the muzzles were in fact constructed in accordance with the regulations, and if the alderman had heard the evidence, he must have come to the conclusion that the muzzles were improper. [WRIGHT, J.—But the alderman examined the muzzles himself.] No evidence was given that the dogs that day were wearing muzzles identical to those produced. Moreover, if the order allowed muzzles which the dog could shift about, then the order was simply a farce. The evidence rejected was relevant, and ought to have been received. He cited Paley on Summary Conviction, 6th ed., p. 143, and *Read* v. *Perrett* (1 Ex. D. 349).

THE COURT discharged the rule.

WRIGHT, J., said he did not wish to say anything too strong in favour of the conduct of the alderman in this case, because he really did not know whether the alderman was right in his preclusion of the evidence which it was urged he ought to have received. Very likely it would have been better if it had been admitted, but it seemed to him that the court would be setting up a bad precedent if they attempted to regulate the conduct of magistrates in such matters. It was obvious that magistrates would be seriously embarrassed in exercising their discretion, if it was in the power of a police officer to threaten them with a writ of *mandamus* unless they listened, perhaps for days, to the whole of the evidence which he desired to call.

BRUCE, J., regretted that in the present case the alderman had not heard the evidence which the police officer desired to call. In view, however, of the extreme inconvenience that might arise if a precedent were given for the court's interference with the discretion of magistrates to hear evidence which they considered immaterial, he thought the rule ought to be discharged. Rule discharged with costs.—COUNSEL, *Danckwerts; C. Mathews* and *R. D. Muir*. SOLICITORS, *Wontner & Sons; The City Solicitor*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **M'GAREL (A LUNATIC).** C. A. No. 2. 15th Feb.

SOLICITOR AND CLIENT—COSTS—LEASES—SCALE FEE—PERCENTAGE—GENERAL ORDER UNDER SOLICITOR'S REMUNERATION ACT, 1881, SCHEDULE I., PART II.

This was an appeal by the committee of the lunatic against a ruling of the taxing-master, disallowing certain fees to solicitors paid in connection with the lease of house as a residence for the lunatic, and involved a question of the construction of the General Order under the Solicitor's Remuneration Act, 1881. Part II. of Schedule I. to that Order provides by the first scale, which applies to leases at a rack-rent, that the remuneration of the lessor's solicitor "for preparing, settling, and completing lease and counterpart" shall be "where the rent does not exceed £100" "£7 10s. per cent. on the rental, but not less in any case than £5"; "where the rent exceeds £100, and does not exceed £500" "£7 10s. in respect of the first £100 of rent, and £2 10s. in respect of each subsequent £100 of rent." The lessee's solicitor is to charge one-half of the amount payable to the lessor's solicitor. Under the second scale, which applies to building leases reserving rent, or other long leases not at rack-rent (except mining leases) "where the annual rent does not exceed £5, the amount of remuneration is to be £5; where the rent exceeds £5 and does not exceed £50," "the same payment as on a rent of £5, and also 20 per cent. on the excess beyond £5." Then follow provisions for cases where the rent exceeds £50, but does not exceed £150, and where it exceeds £150. Then by rule 6 of the "rules applicable to Part II. of Schedule I. as to all leases or conveyances at a rent or agreement for the same, other than mining leases or agreements, therefor" fractions of £5 are to be reckoned as £5. In the present case the committee of a lunatic had been directed in 1887 by the master to take a seven years' lease of a house as a residence for the lunatic, at a rent of £350 per annum. On this occasion the committee paid to the lessor's solicitor a fee of £13 15s.—viz., £7 10s. for the first £100 of the rent, £2 10s. for the second £100, £2 10s. for the third £100, and £1 5s. for the additional £50. A fee of half this amount was paid by the committee to his own solicitor. In 1894 the lease was renewed for another seven years at the same rent, and similar fees were paid by the committee to the lessor's solicitors and his own solicitors respectively. The committee carried in his charges for taxation in the lunacy, in order that they might be allowed to him out of the lunatic's estate. The taxing-master disallowed in each case the fee paid in respect of the additional £50 of rent (beyond the £300), holding that its payment was not authorized by the Schedule to the General Order.

LINDLEY, L.J., said that he thought the taxing-master was correct. The case fell under Schedule I. Part. II., and was governed by the scale as to leases. The first scale provided that the remuneration in respect of the first £100 of rent should be £7 10s. per cent. This was clearly a percentage. For the next £100 of rent the fee was to be £2 10s., and so on. Here the words "per cent." were omitted, and no doubt intentionally. It was obvious that the framers of the rules thought that the remuneration given by the Act was sufficient. They were solicitors who understood perfectly well what they were about. They were clearly not thinking about a percentage after the first £100 of rent. The second scale did allow a percentage, but that did not apply to this scale. Then came rule 6, which applied to both scales, the first and the second. It was quite intelligible. It would apply to the first scale as to rents between £65 and £100, and to all rents under the second scale. But rule 6 did not apply to the present case. The taxing-master was quite right.

SMITH and RIGBY, L.JJ., concurred. Taxing-master's ruling affirmed.—COUNSEL, *R. F. Norton; Berthwick*. SOLICITORS, *Frere & Co.; Lawford, Waterhouse, & Co.*

[Reported by J. L. STIRLING, Barrister-at-Law.]

Re **BIGGS AND ROCHE.** Kekewich, J. 10th Feb.

PRACTICE—LIEN OF A SOLICITOR—PRODUCTION OF DOCUMENTS.

This was a motion on behalf of a lady, asking that her former solicitors might be ordered to produce to her, or to her present solicitors, all deeds or papers belonging to her in their possession, such production to be without prejudice to their lien (if any) on the documents in question. By the motion it was also asked that copies and abstracts of the deeds might be taken. There were costs due to the lady's former solicitors, who, relying on their lien, declined to produce the documents. It was contended on behalf of the plaintiff that the lien of a solicitor does not prevent the client from inspecting documents belonging to the client in the solicitor's possession: *Lockett* v. *Cary* (10 Jur. N. S. 144), *Re Faithfull* (L. R. 6 Eq. 325), and *Newington Local Board* v. *Eldridge* (12 Ch. D. 349).

KEKEWICH, J., said that it would destroy the entire principle of a solicitor's lien if the client was to be at liberty to see the documents in the possession of the solicitors and to carry away their contents in his head or to make copies of them.—COUNSEL, *E. C. Macnaghten; Warrington*, Q.C., and *G. F. Hart*. SOLICITORS, *Mear & Fowler; Biggs, Roche, & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

LAW SOCIETIES.

LAW GUARANTEE AND TRUST SOCIETY.

The ninth general meeting of the Law Guarantee and Trust Society (Limited) was held at the offices of the Society, No. 49, Chancery-lane, on Thursday, Mr. HENRY ROSCOE, the chairman, presiding.

The report stated that during the year the sum of £70,519 18s. 1d. had been received for premiums and commissions and fees as trustees which, after allowing for the sum of £16,553 5s. 2d. for reassurances, left £53,966 12s. 11d. The percentage of management expenses, inclusive of commission and directors and auditors' fees, for the year was 35·27. At the last meeting the reserve for claims in suspense and for rebates stood at £17,171 19s. 10d. This, by payment of claims and by rebates, had been reduced to £8,848 7s. 3d., and £9,743 8s. 6d. had been carried from revenue to this reserve, which now stood at £18,591 15s. 9d. The addition to the item of "Properties in Hand" was chiefly due to the society having become the absolute owners of the site of Her Majesty's Theatre, which is held from the Crown on a building agreement at a ground-rent of £4,200 per annum. One-third of the site had been let at a ground-rent of £3,500 per annum to Mr. Beerbohm Tree, who had built upon it the new Her Majesty's Theatre. This ground-rent was a valuable asset of the society. In accordance with the agreement under which the property is held from the Crown the directors were building on the remaining two-thirds of the site, and were confident that on the realization of the property the society would suffer no loss. The sum of £5,000 had also been added to the General Reserve Fund, which now amounted to £55,000. The balance available was £10,359 0s. 3d. From this £2,000 had been paid as interim dividend, and the directors now recommend a further dividend of £3,000 in respect of the half-year ending the 31st of December, making the dividend for the year 5 per cent., and leaving £5,359 0s. 3d. to be carried forward.

The CHAIRMAN moved the adoption of the report. He said that during the year the society had steadily progressed, and more business had been done than in any previous year. He thought he might say also that the business had been done without any special risk or loss, and the year had been one of quiet and steady progress. The business had developed in several directions, and the society had established several new branches, which, although they had no doubt increased the expenses to a certain extent, were bringing in business and would in the future bring in more. Referring to the balance-sheet, it would be noticed that the directors, as usual, brought in the investments at cost price. This had been the practice of the society from the commencement, but if the meeting looked at the investments there mentioned, they would find that they were put down at prices which, if they were to be realized to-day, would produce something like £8,000 more than the figure at which they stood in the balance-sheet. That, of course, was in itself a favourable item, which really amounted to the fact that there were £8,000 more reserve than appeared under the head of reserve. The item "Premises, No. 49, Chancery-lane" had been written down, as had the item "Office Furniture and Fittings." Then there was the item "Australian Banks, &c., in Liquidation. Taken over and written down to £11,603 4s. 4d." That was an item which at one time gave the directors a great deal of anxiety. The society, in common with all such institutions, did a considerable amount of guarantee on the deposits of Australian, New Zealand, and colonial banks, and at the time it was considered a very safe business, so much so that the directors were told that they were taking an exaggerated premium in five shillings per cent. for guaranteeing these deposits. But the society had stuck to its rate, and kept its commitments in that direction within comparatively narrow limits. When they undertook that class of business they did not consider that there was any risk connected with it, and he supposed it never occurred to any of the financial magnates in the city that the banks would all topple over together. The failures left the society no doubt in a position of difficulty, but that had now passed away, and these deposits had been written down to a sum which the directors thought they would amply realize, and many risks had run off, whilst others were running off. One or two of the banks had paid dividends on account, and that had reduced the amount at which they stood in the books, and upon that amount the society was more likely to gain than to lose when the matter was finally wound up. With regard to the site of Her Majesty's Theatre, Mr. Bristowe, when he occupied the chair last year, told the meeting that there was no cause for anxiety, but that the society would be obliged to take upon itself the development of the site. What had taken place had been eminently favourable. The erection of a theatre upon a part of the site was proceeding so rapidly that the ground-rent might be considered as thoroughly established. That ground-rent, within a comparatively few hundred pounds, covered the whole ground-rent the society paid the Crown in respect of the entire site, and the portion of the site occupied was one-third, and decidedly the worst third. The portion taken by Mr. Tree was bounded by Charles-street and the Haymarket, and was, of course, nothing like so good a frontage as the Pall Mall frontage. With regard to the remainder of the site, he had every reason to hope that, possibly before the building upon it was actually erected by the society, arrangements would be made by which it would be taken off their hands on favourable terms. That was only a matter of opinion at present, but he might mention that one of the great difficulties—and which had not been adequately considered by those valuing the property for the society—was that there was a certain portion of the site, facing Pall Mall, occupied by Messrs. Justerini & Brooks, the wine merchants, of which they had a lease extending for a considerable number of years into the next century. They naturally stood out for high terms, and the difficulty had appeared insuperable. But since the society met last year the directors had made a very satisfactory arrangement with Messrs. Justerini & Brooks, and there would, the directors thought, be no further difficulty. It was due to the society's manager to say that he had devoted the greatest possible amount of time, attention, and energy to dealing with the matter, and as a result a most successful arrangement had been made with Messrs. Justerini & Brooks. Then there was the item "Cash Deposit with Commissioner of Woods and Forests, £25,000." That was caution money which would be repaid to the society as the building assumed a tangible form. The society would get that back before long, and it was practically as good as cash at the bankers. £5,000 had been added to the general reserve fund, which now stood at £55,000, and if all the real reserves were summarized the amount would come to £86,000, for there was the £55,000, the £8,000 surplus value on investments, £18,000 in suspense, and a surplus of £5,000 carried forward, which was again money which the directors could deal with at any future time. Premiums and commissions were a few thousand pounds better than last year, and it must be borne in mind that the risks ran off rapidly, and business had to be constantly renewed. The legitimate claims, those on fidelity guarantees, were very moderate indeed, and the total claims were only 41 per cent. on the premium income, which was a very moderate rate. The same amount within a few hundreds was carried to reserve as was the case last year, and it was considerably in excess of the amount expended in dividends. In concluding, he would express his personal confidence that the society was in a perfectly sound and healthy state, and the shareholders might rest assured that the directors were doing their very best to continue that and to avoid all unnecessary outside risks, and to profit by the experience they had gained in the past in regard to the classes of security in which they could safely deal.

MR. JOHN HUNTER seconded the motion.

MR. GRAY expressed his satisfaction at the very satisfactory statement placed before the meeting. He was no longer a member of the board, but simply a shareholder, and he expressed his gratification that the difficulty presented by the site of Her Majesty's Theatre had been surmounted. The society had not been unduly alarmed by a certain paper which had been circulated very largely and gratuitously, but of course the site was a serious matter, and they were glad to hear there was a prospect that it would be got rid of. It should be the aim and object of the society to confine itself to the business of a guarantee and trust society. It would be a matter of extreme regret that it should develop into an estate society or an assets realization society or anything of that kind, and he urged the great importance of their relieving themselves of the incubus of unrealized securities even at some sacrifice.

The CHAIRMAN said the whole difficulty arose out of a very few properties the society had in hand which were of the most legitimate character in their inception. They were mortgage guarantees simply, and being thrown on the society's hands the directors were bound to do the best they could to prevent loss. It was not that the society had bought them as a speculation. The directors had thought them most safe mortgages. They had taken the highest legal opinion—that of Mr. Cozens-Hardy—who had told them they were perfectly justified, having had the property thrown on their hands, in developing it with the view of disposing of it in the best way. They might realize some of their properties if they chose to throw them away, but they preferred to hold them and realize them at the proper time for the benefit of the society.

Colonel WALKER asked what the building on the Haymarket site was to be used for when finished.

The CHAIRMAN said the society was simply building the carcase under a separate contract, and it would be quite competent for the society or anybody else to develop it either as a hotel or residential chambers, a café, a restaurant, or anything else. It was at present called the Carlton Hotel, which name the society had registered, but it was not compulsory to keep to this title. Mr. Phipps, the architect, had so arranged the plans that it would be easy to fit the building to several purposes, and the directors hoped that, probably before the actual carcase was completed, people would come forward as tenants.

MR. WHITE asked for an assurance that the reserve fund represented actually the value given in the accounts, whatever securities it was invested in. It would ease the mind of some of the shareholders to know this. He had heard rumours of a call being necessary over the Haymarket site affair.

The Chairman said these amounts were written down to a sum which the directors thought they would ultimately realize without touching the reserve fund at all. The board could not be certain of it, of course, but they had every reason to hope and believe so. With regard to a call, that had never been even discussed by the directors.

The motion was unanimously adopted.

The Chairman declared a dividend, making, with the interim dividend, 5 per cent. per annum.

The retiring directors, Messrs. Thomas Rawle, Henry Roscoe, and William Williams, were re-elected.

On the motion of Mr W. O. Attree, seconded by Mr. Thurgood, Messrs. Deloitte, Dever, Griffiths, & Co. were re-elected auditors.

The proceedings closed with a vote of thanks to the Chairman, moved by Mr. J. S. Rubinstein, and seconded by Mr. Attree.

WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held at the Law Library, Pierpoint-street, Worcester, on the 29th of January. The members present were: Messrs A. J. Beauchamp (president), F. R. Jeffery (vice-president), E. A. Davis J. H. Yonge, W. W. A. Tree, T. Southall, T. G. Hyde, J. Stallard, J. Stallard, jun., A. E. Lord, J. L. Wood, A. A. Maund, W. T. Curtler, T. H. Gallaher, T. R. Quarrell, S. B. Garrard (honorary treasurer), and W. B. Hulme (honorary secretary). The annual report of the committee and the honorary treasurer's accounts for the past year were received and adopted, and the following officers of the society were elected for the ensuing year—namely: President, Mr. F. R. Jeffery; vice-president, Mr. W. W. A. Tree; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme; Messrs. T. Southall, F. Corbett, E. A. Davis, J. H. Yonge, and A. J. Beauchamp were elected members of the committee, in addition to the officers of the society, and Messrs G. F. S. Brown and W. T. Curtler were appointed auditors. Mr. A. P. Parker, solicitor, was unanimously elected a member of the society.

The following are extracts from the report of the committee:

Members.—The society now consists of the same number of members as last year—namely, 52.

A Recent Decision.—Members should note the case of *Re Harkness and Allsopp's Contract* (74 L. T. Rep. p. 652), deciding that, notwithstanding the Married Women's Property Acts, a married woman trustee cannot effectually convey real estate except by a deed duly acknowledged, and with the concurrence of her husband.

Transfers of Mortgage.—A rule as to the stamping of transfers of mortgage in certain cases has been laid down by the Board of Inland Revenue. It is as follows: Where a part of a sum of money secured on mortgage of property is repaid, and the balance is transferred by a deed to which the mortgagor is a party, and by that deed the old proviso for redemption is released and a new proviso for redemption upon payment of the amount of the then outstanding balance of debt is substituted, the deed of transfer should be stamped as follows:—(1) with the *ad valorem* duty of 6d. per cent. on the amount transferred; (2) with the fixed duty of 10s. in respect of the release of portion of the debt, unless, indeed, the total sum at any time secured was less than £2,000, in which case the *ad valorem* reconveyance duty of 6d. per cent. on that total sum will be sufficient.

Solicitors' Magistracy Bill.—A petition in favour of the Bill placing solicitors in the counties on the same footing as those in the boroughs with respect to appointments as justices of the peace, was presented to the House of Commons by this society.

CARDIFF AND DISTRICT INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee:

Members.—The number of members for the year 1896 was 107 (as against 104 in 1895), and there were nine subscribers to the library.

Professional Matters.—Your committee have had during the past year to consider several cases of alleged unprofessional conduct by members of this society, but in all cases your committee have been successful in bringing matters to a satisfactory termination. Other professional matters have also been satisfactorily dealt with by your committee.

Robes for Solicitors.—An intimation was given to your committee that the county court judge would prefer to see solicitors who appeared before him as advocates wear gowns, that being the course adopted in other courts on the circuit. An intimation to this effect was sent by the secretary to all members of the society, and advocates accordingly now appear robed. A robing room for solicitors is provided at the Town Hall.

NEWCASTLE-UPON-TYNE INCORPORATED LAW SOCIETY.

An interesting meeting of the above-named society was held last week in its rooms in the Royal Arcade, Newcastle-upon-Tyne, for the purpose of receiving from the hands of Mr. Philip Edward Mather, the ex-president, a badge which he had announced his intention of presenting to the society, to be worn by the President for the time being on all suitable occasions.

After a few preliminary remarks, Mr. Mather described the badge as follows: "Its form is taken from an ancient Celtic pattern. Each point of the cresent is completed by the crest of Newcastle-upon-Tyne; on the inner curve of the crescent is inscribed the name of the society, while on the outer curve is a laurel branch; on the medallion in the centre are represented the symbols of the law in gold on enamel; on either side of the medallion are repoussé Arabesques, depicting in gold on a blue ground the seahorses, which are the supporters of the Newcastle arms and the Bird of Wisdom, with books, briefs, and other emblems of the legal profession."

Mr. Mather then placed the blue ribbon, from which the badge is hung, round the neck of Mr. Joseph M. Moore, of South Shields, the President for the current year, and wished him health and prosperity during his term of office.

Mr. Moore having expressed his acceptance of the badge on behalf of the society and his appreciation of the appropriateness of the gift, Mr. Thomas George Gibson moved, and Mr. J. G. Youll seconded, a cordial vote of thanks to Mr. Mather, which was carried with acclamation.

Several new members having been elected, the proceedings were pleasantly concluded by an invitation from Mr. Mather to the members present to take wine with him.

The badge was designed and made by the Goldsmiths and Silversmiths Co., of Regent-street, London.

THE SOLICITORS' MANAGING CLERKS ASSOCIATION.

At the annual general meeting of the association held on the 8th of January last, and a subsequent meeting of the council, held on the 5th inst., the election of officers for the current year took place with the following result:—

Mr. Frederick Trehawke Davies, president; Mr. Alfred Turner, secretary; Mr. Joseph Wright, treasurer; and Mr. Offer, librarian, were unanimously re-elected. Mr. Tunstall was elected secretary of standing committees and members' meetings, and Messrs. B. Gow and J. Sanderson were respectively elected as members' and council's auditors. Messrs. W. G. Andrews (Hollams, Son, & Coward), J. Sanderson (Clarke, Rawlins, & Co.), G. H. Allen (Talbot & Tasker), and H. S. Danton (Horne & Francis) were elected members of the council, and Mr. Charles Gould, a member of the council, was unanimously elected a vice-president of the association.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th of February, Mr. Lewis Fry, M.P. (Bristol), in the chair. The other directors present being: Messrs. W. H. Cockburn (Brighton), H. Morten Cotton (deputy-chairman), Grantham R. Dodd, William Geare, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), John Hunter, John H. Kays, F. Rowley Parker, Richard Pennington, J.P., Henry Roscoe, Sidney Smith, Richard W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £501 10s. was distributed in grants of relief, six new members were admitted to the association, and other general business transacted. It was announced at this meeting that Sir John B. Monckton had consented to preside at the 37th anniversary dinner of the association, to be held at the Hotel Cecil on Monday, the 24th of May.

UNITED LAW SOCIETY.

Feb. 1.—Mr. C. W. Williams in the chair. After the disposal of private business a debate was opened by Mr. C. H. Kirby on the motion: "That the decision of His Honour Judge Sir A. G. Marten in *Re Ginger* (Solicitors' Journal, 31st October, 1896) was wrong." Mr. W. J. Boycott opposed; and Messrs. A. M. Begg, S. E. Hubbard, N. Tebbutt, A. H. Richardson, W. F. Symonds, H. Reed, C. W. Williams, and W. S. Sherrington also spoke on the subject. Mr. Kirby replied, but eventually lost his motion by seven votes.

Feb. 8th.—Mr. C. W. Williams in the chair. Dr. C. Herbert Smith opened a debate on the motion "That this society disapproves of compulsory vaccination." Mr. A. H. Richardson opposed, and moved an amendment "That this society is of opinion that the re-vaccination of children between the ages of ten and fourteen should be made compulsory by law." Messrs. C. Kains-Jackson, N. Tebbutt, F. J. Lampard, W. S. Sherrington, E. W. Sinclair Cox, and P. H. Edwards also spoke on the subject, and Dr. Smith replied. The result of the votes taken in conclusion was that the original motion was lost by four votes and the amendment by two.

Feb. 15th.—Mr. C. W. Williams in the chair. Mr. P. H. Edwards opened a debate on the motion "That her Majesty's present Government is not deserving of the confidence of the country." Mr. J. R. Yates opposed, and Dr. C. Herbert Smith and Messrs. C. Kains-Jackson, A. H. Richardson, and S. E. Hubbard also addressed the House on the motion. Mr. Edwards replied, and the motion on being put to the vote was carried by one vote.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—February 2nd.—Chairman, Mr. C. Augustus Anderson.—The subject for debate was: "That having regard to the report of the commission upon the financial relations between Great Britain and Ireland, the rectification of the inequality in the contribution of Ireland to the Imperial Exchequer should be undertaken forthwith." Mr. J. L. M. Hamilton opened in the affirmative. Mr. Archibald Hair opened in the negative. The following members also spoke: Dr. Herbert Smith, Messrs. Arthur E. Clarke, A. H. Richardson, H. Hamilton Fox, Neville Tebbutt, Haseldine Jones, J. B. Eastley. The motion was lost by five votes.

February 9th.—Mr. Neville Tebbutt in the chair.—The subject for debate was: "That the case of *Re Pitt, Pitts* v. *George & Co.*, 1896, 2 Ch. 866, was wrongly decided." Mr. A. E. Clarke opened in the affirmative; Mr. G. H. May seconded in the affirmative. Mr. C. W. Vickers opened in the negative; Mr. Ernest L. Chapman seconded in the negative. The following members also spoke: Messrs. Melliar Smith, A. Dickson, A. W. Watson; and the opener replied. The motion was lost by one vote.

Feb. 16th.—Chairman, Mr. J. S. Wilkinson.—The evening was devoted to impromptu speeches, all members present having in turn to address the society for a few minutes on various subjects selected at random by the chairman from a list previously prepared. The speeches attained a high order of merit, and the experiment was an undoubted success.

Leeds Law Students' Society.—January 18th.—Mr. Ben Baileyson occupying the chair.—A debate took place on the following subject: "Does the daily press tend to improve the moral tone of society?" Mr. Whitley led in the affirmative, and Mr. Bowling in the negative, and an interesting discussion followed, in which Messrs. Foster, Stephenson, Jackson, Hutley, and London took part. A vote being taken, there was a majority for the affirmative.

Feb. 8th.—The following subject was debated: "A., a bachelor, in 1893 promised to marry B., a spinster. A. failed to keep his promise, and in 1896 B. brought an action against him for breach of promise of marriage against him and obtained £500 damages. The damages were never paid, and in the same year the parties were married. In the beginning of 1897 C., an ante-nuptial creditor of B. for £100, applied to A. for payment of that sum. A.'s solicitor replies that A. received no assets with B., and is therefore not liable. C.'s solicitor answers that A. received assets to the extent of £500. Can C. successfully maintain an action against A. for the £100?" Mr. G. E. Foster opened in the affirmative, and Mr. E. N. Whitley replied in the negative. After a brief discussion the chairman, Mr. W. H. Clarke, summed up, and there appeared a large majority for the affirmative.

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

Dissolution.

Herbert Comins and William James Drewry (Comins & Drewry), solicitors, New Broad-street, London. Feb. 8.

Charles Bulmer and Joseph Stephenson Lawson (Bulmer & Lawson), solicitors. Dissolved by the death of the said Charles Bulmer on the 18th day of November, 1896. The said Joseph Stephenson Lawson will continue to carry on the said profession alone on his own account, under the said style or firm of Bulmer & Lawson, as heretofore. [*Gazette*, Feb. 12.

Richard Du Cane and Henry Vincent Wing (Wing & Du Cane), solicitors, Gray's-inn-square, London. Jan. 31. [*Gazette*, Feb. 16.

GENERAL.

Sir A. Rollit has introduced a Bill to amend the law with respect to the payment of clerks to the justices of boroughs.

The United States Ambassador, Mr. Bayard, accompanied by Miss Bayard, paid a visit to Mr. Baron Pollock at the Law Courts on Wednesday morning, and afterwards had lunch there with the learned judge.

It is stated, says the *Times*, that Sir Henry Reader Lack, whose resignation as Controller-General of Patents was recently announced, has had his period of office extended for a few weeks in order to allow time for the appointment of a successor.

Sir Alfred Milner, the newly-appointed Governor of the Cape and High Commissioner of South Africa, has accepted an invitation to dine with the Inland Revenue Department, over which he has presided for nearly five years, at the Whitehall Rooms, Hotel Métropole, on Saturday, the 10th of April.

The daily papers state that at the Bloomsbury County Court on Tuesday, in an action down for hearing before his Honour Judge Bacon, a solicitor asked for an adjournment, as his client had not turned up. Judge Bacon: What expression was that? The solicitor: Well, it was a slang phrase. I should have said my client had not put in an appearance yet. Of course that severely handicaps me. Judge Bacon: What! What expression was that again! What condition are you in?—in the course of which the solicitor sat down.

The Benchers of the Inner Temple entertained Col. Lofthouse and the members of the Inns of Court Rifle Volunteers at dinner in the Inner Temple Hall on the 10th inst. Mr. Baylis, Q.C., in the unavoidable absence of the Treasurer, Mr. Gates, Q.C., presided, and among the guests present were Major-Gen. Grove, Military Secretary, Col. Barrington Campbell, Col. Ward, Major Lloyd, Major Forster, Capt. Shute, Capt. Maude, Capt. King, Mr. Smith Nicll, Mr. Deane-Russell, and the former commanding officers of the corps, Col. Russell and Col. Coltman.

Governor Mattox, of Vermont, says the *Central Law Journal*, was at one time chairman of the committee appointed to examine candidates for admission to the bar of Caledonia county. He reported that one of the candidates was, in his opinion, unqualified, having answered correctly but one of the questions put to him. "Only one? Well, what was that?" asked the presiding judge. "I asked him what a freehold estate is," replied Mattox. "Important question," said the judge; "and what was his reply?" "He made it without the least hesitation," said the chairman, with a twinkle in his eye; "of course that is in his favour." "Well, what did he say?" asked the judge, with some impatience. "He said," returned the chairman, "that he didn't know."

Mr. H. E. Barren writes to the *Times*, asking leave to record an instance of expedition in the trial of actions in the Queen's Bench Division of the High Court of Justice. "A writ," he says, "endorsed with a simple claim for the price of advertisements, was issued on the 14th of January last. Application for judgment was heard on the 28th, when the money was ordered into court. This being done, the action was entered for trial in the Short Cause List and heard to-day before Mr. Justice Wills, resulting in favour of the plaintiff. The county court could not have transacted the business quicker or afforded that degree of satisfaction which is experienced in having one's legal issues tried in a superior court. The expunging of interlocutory matter is, of course, the secret of acceleration."

On Tuesday, in the House of Commons, Mr. J. Heywood Johnstone asked the Chancellor of the Exchequer if, having regard to the fact that in the new assessments to land tax which had been made in consequence of the Finance Act, 1896, many properties had been charged in respect of which land tax had not hitherto been paid, he would cause a copy of the register of redeemed land tax, so far as it affected any parish in England and Wales, to be supplied to the parish council (or meeting where there was no council) on application by them to the Commissioners of Land Tax. The Chancellor of the Exchequer said: When the land tax on any property is redeemed, a particular description of the property is deposited with the clerk to the Local Commissioners of Land Tax. There is also the general register of redeemed land tax at Somerset House, which may be inspected by any interested person. In these circumstances, I do not feel that I should be justified in sanctioning the trouble and expense which would be required in order to comply with the hon. member's wishes.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Feb. 22	Mr. Ward	Mr. Rolt	Mr. Farmer
Tuesday 23	Pemberton	Godfrey	King
Wednesday 24	Ward	Rolt	Farmer
Thursday 25	Pemberton	Godfrey	King
Friday 26	Ward	Rolt	Farmer
Saturday 27	Pemberton	Godfrey	King
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Feb. 22	Mr. Pugh	Mr. Jackson	Mr. Beal
Tuesday 23	Lavie	Carrington	Leach
Wednesday 24	Pugh	Jackson	Beal
Thursday 25	Lavie	Carrington	Leach
Friday 26	Pugh	Jackson	Beal
Saturday 27	Lavie	Carrington	Leach

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Feb. 23.—Messrs. Bean, Burnett, & Eldridge, at the Mart, at 2 p.m., Freehold Ground-rents amounting to £360 per annum, secured upon City property. Solicitors, *N.* Herbert Smith and George Lewis, both of London.

Freehold Ground-rents amounting to £440 per annum, secured upon property in Clerkenwell-road. Solicitors, Messrs. Chas. Rogers, Son, & Russell, and Messrs. Boulton, Sons, & Sandeman, both firms of London.

Freehold Ground-rents amounting to £56 10s. per annum, secured upon property at Highbury. Solicitors, Messrs. Farlow & Fuller, London. (See advertisements, Feb. 13, p. 3).

Feb 23.—Messrs. Henry Bond & Son, at the Mart, at 2 p.m., Freehold and Leasehold Properties. Solicitors, Herbert Saxelby and Messrs. E. C. Rawlings & Butt, all of London.

Feb. 24.—Mr. Robert Mack, at Newcastle-on-Tyne, at 12.30, £45,000 Newcastle-on-Tyne and Gateshead Gas Debenture Stock of Three and a Half per Cent. (See advertisement, this week, p. 3).

Feb. 26.—Messrs. Ellis & Son, at the Mart, at 2 p.m., Important Leasehold Property in the City of London, held for 75 years; rents about £3,500 per annum. Solicitors, Messrs. Tyrrell Lewis, Lewis, & Broadbent, London. (See advertisement, this week, p. 3).

RESULT OF SALE.

Sale of Reversions and Life Policies.

Messrs. H. E. Foster & Cranfield's 589th Periodical Sale of these interests was held on Thursday, the 18th inst. The following were amongst some of the Lots sold:

REVERSIONS:		
To one-seventh of about £16,315 invested in Railway Stocks; lives 70 and 68	Sold	£1,900
Life Interest in £42 10s. per annum	"	400
To five-twenty-fourths of about £4,800; lives 72 and 65	"	410
To a moiety of Nos. 311, 313, and 315, Essex-road, Islington; life 83	"	380
POLICIES OF ASSURANCE:		
For £2,000, bonuses £694; life 64	"	1,400
For £1,000, bonuses £101 17s. 2d.; life 48	"	400
For £2,000; life 71	"	1,125

WINDING UP NOTICES.

London Gazette.—Friday, Feb. 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-French (Colonial) Mining Trust, Limited—Petn for winding up, directed to be heard Feb 8, was adjourned, and will be heard on Feb 22. Linklater & Co, 2, Bond ct, Walbrook, solors for petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Feb 20

Anglo-French (Colonial) Mining Trust, Limited—Petn for winding up, presented Feb 11, directed to be heard on Monday, Feb 22. Francis & Johnson, 26, Austinfriars, solors for petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Feb 20

ASBESTOS TIPPED LAMP WICK Co, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to George Samuel Oldam, 30, The Temple, Dale st, Liverpool

BRICK & Co, LIMITED—Petn for winding up, directed to be heard on Monday, Feb 22. Le Brasseur & Oakley, New ct, Lincoln's inn, agents for Stone & Co, Bath, solors for petners. Notice of appearing must reach Le Brasseur & Oakley not later than 6 o'clock in the afternoon of Feb 20

CYPRUS Co, LIMITED—Creditors are required, on or before March 27, to send their names and addresses, and particulars of their debts or claims, to William Henry Fox, 9, Austinfriars

GREY CONSOLIDATED, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goddard, St George's House, Eastcheap. Ingle & Co, Threadneedle st, solors for the liquidator

IDAHO EXPLORING Co, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to R. C. Power, 13, Copthall avenue, London, E.C.

"KLYDE" STEAMSHIP Co OF GLASGOW, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to William Jacks, 23, Royal Exchange sq, Glasgow. Botterell & Roche, Sunderland, solors for liquidator

NEW MUSIC HALL AND THEATRE REVIEW, LIMITED—Petn for winding up, presented Feb 9, directed to be heard on Feb 22 Alf Geo Dinn, 1, Gresham bldgs, Basinghall st, solor for petnr Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 20

NOLTZYKOP GOLD MINES, LIMITED—Petn for winding up, presented Feb 11, directed to be heard on Feb 22. Wyatt & Co, Clement's inn, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 20

NORTH EASTERN STEAM NAVIGATION Co, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to John Dixon, Deptford yard, Sunderland. Botterell & Roche, Sunderland, solors to liquidator

PARNALL & EVANS, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Parry, Albany chmbrs, Newport, Mon. Le Brasseur & Bowen, Newport, solors to liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

S. H. SWIRE & Co, LIMITED—Petn for winding up, directed to be heard on Monday, Feb 22, at the Assize Courts, Strangeways, Manchester. Hardings & Co, 60, Princess st, Manchester, agents for John Whitworth, Ashton-under-Lyne, solor to the petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Feb 20

FRIENDLY SOCIETY DISSOLVED.

STOCKPORT BURIAL SOCIETY, Pack Horse Inn, Market pl, Stockport, Chester. Feb 6

SUSPENDED FOR THREE MONTHS.

QUEEN OF THE VALLEY LODGE FRIENDLY SOCIETY, Gelli Hotel, Ton Pentre, Glamorgan. Feb 4

ROSE OF CWMTILLERY WORKMEN'S SICK AND FUNERAL FUND, New Bridge End Inn, Penybont, Cwmtillery, Monmouth. Feb 3

VICTORIA LODGE, M.O. FORESTERS FRIENDLY SOCIETY, Schoolroom, Shrewton, Wilts. Feb 4

London Gazette.—TUESDAY, Feb. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARGUS FINANCIAL Co, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Mr W. Cecil Stronge, 317-319, Winchester House, Old Broad st. Linklater & Co, 2, Bond ct, Walbrook, solors to liquidator

FLEUSS PNEUMATIC TYRE SYNDICATE, LIMITED—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Jackson, 28, Fenchurch st. Rogers, 28, Fenchurch st, solor to liquidators

RUSSELL INVESTMENT Co, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to R. H. Wood, Russell mansions, Southampton row

SOUTH LUIPAARDSVLEI GOLD MINES, LIMITED—Petn for winding up, presented Feb 11, directed to be heard on March 3 Morley & Co, 53, Gresham house, Old Broad st, solors for petnr Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2

FRIENDLY SOCIETIES DISSOLVED.

HORSHAM AND MID-SUSSEX MUTUAL BENEFIT SOCIETY, Hurst Arms Inn, North st, Horsham, Sussex. Feb 3

SKENFRITH MUTUAL BENEFIT SOCIETY, Bridge Inn, Norton Skenfrith, Monmouth. Feb 3

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 29.

GODDARD, HARRY ROBERT, Loddon, Norfolk, Yeoman Feb 26 Plow v Hayward, Romer, J Ellen, Lowestoft

LOMER, GEORGE, Bishop's Waltham, Southampton, Innkeeper March 1 Gilbert v Lomer, Stirling, J Warner, Winchester

London Gazette.—TUESDAY, Feb. 2.

ALEXANDER, JOHN CASSELS, Gt Winchester st, Esq March 1 Hodges v Alexander, Stirling, J Hodges, Mark lane

GREENHAUGH, JOSEPH, Bacup, Lancaster, Beerhouse Keeper March 1 Cooper v Greenhaugh, Registrar, Preston Whitaker & Hibbert, Haslingden

JASPER, THOMAS, Dover March 2 Hall v Hall, Stirling, J Claris, Dover

ROSTRON, MARGARET, Bury, Lancaster March 2 Rostron v Rostron, Registrar, Manchester Openshaw, Bury

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 29.

BORLAND, JOHN, East Dulwich March 8 De Mortimer McIntosh, Chancery ln

CUNDELL, THOMAS, Thixendale, York, Farmer March 15 Robson, Pocklington

DUNCAN, JOSEPH, Sale, Chester, Confectioner March 25 Needham & Co, Manchester

FINCH, THOMAS, Greenhoys, Manchester March 1 Welsh & Son, Manchester

FRANK, MARGARET, West Hartlepool Feb 27 Fryer, West Hartlepool

GRASBY, SARAH ANN, Kingston upon Hull Feb 27 Colbeck & Thompson, Hull

HAMMERSLEY, CHARLES GREY, Worthing March 13 Leslie & Co, Gresham bldgs

HAMPTON, ISAAC, Kidderminster Feb 27 Ivens & Morten, Kidderminster

HARVEY, SUSAN, Devizes, Wilts March 1 Black & Moss, Strand

HOLT, HELEN, Bradford, York March 15 Hutchinson & Sons, Bradford

HONEYMAN, ELIZABETH, Highbury March 1 Jacobs & Dixon, Hull

HUTCHINSON, ANN, Newcastle upon Tyne March 1 Dees & Thompson, Newcastle upon Tyne

HUTCHINSON, GEORGE, Newcastle upon Tyne, Mechanical Engineer March 1 Dees & Thompson, Newcastle upon Tyne

JONES, DAVID, Halifax March 1 Dey, Halifax

JONES, SARAH, Berkeley, Gloucester April 1 Oliver, Corbet ct, Gracechurch st

KERGAN, ELIZABETH, South Kensington March 15 Tolhurst & Co, Gravesend

LIMBERY, THOMAS, Newport, Mon, Surgeon March 9 Rooker & Bazeley, Bideford

LISTER, Mrs ELIZABETH, Hersham, Surrey March 1 Parkes, Lincoln's inn fields

MACKEBY, JANE ANNE, Brimscombes, nr Stroud March 1 Littler & Mills, Stroud

MCSWEENEY, BRIDGET, Westminster Bridge rd March 13 Page, Queen Victoria st

MARKEY, EDWARD CORRIGAN, C.B., Southsea Feb 22 Hopgoods & Dowson, Whitehall pl

MARTIN, WILLIAM ETCOTT, West Farleigh, Kent March 1 Little & Mills, Stroud

MOSES, HENRY, Kingston upon Hull, Undertaker March 25 Dawson, Hull

MURRAY, NANCY, Sheffield March 2 Watson & Co, Sheffield

NICOLL, SAMUEL JOHN LUKE, Winchester Feb 28 Shield & Mackarness, Alresford, Hants

NUTTLE, ELIZABETH WILLIAMS, Plymstock March 5 Selleck, Plymouth

PERRY, ELLEN, Bagillt, Flint Feb 5 Cope, Holywell

RICKARD, ALFRED, Surbiton, Surrey Feb 26 Jenkins & Co, Fenchurch st

ROBINSON, THOMAS WHITING, Molescroft, nr Beverley, York, Farmer March 1 Bainton, Beverley

SAUNDERS, ELLEN REBECCA, Richmond, Surrey March 9 Bolton & Co, Temple gardens, Temple

SEED, PHOEBE, Poulton le Fylde, Lancs March 1 Buck & Co, Preston

SHAW, ROBERT, Colne, Lancs March 25 Hartley & Pilgrim, Colne

SWINBURNE, BOWDEN GERALDINE, Hawkhurst, Kent March 31 Slater, Finsbury pavement

THOMPSON, MARIA, Westmorland March 4 Arnison & Co, Penrith

WESTAWAY, WILLIAM, Tiverton, Tailor Feb 28 Ford & Co, Exeter

WHATELY ELIZABETH RACHEL, Oxford ter, Hyde park Feb 28 Lee & Pembertons, Lincoln's inn fields

WOODS, GEORGE, Great Glemham, Suffolk, Grocer March 3 Welton, Woodbridge

WYSE, ROBERT, Malton, York, Land Agent March 1 Crust & Co, Beverley

London Gazette.—TUESDAY, Feb. 2.

ARMITAGE, JOSEPH, Meltham, nr Huddersfield Feb 27 Bottomley, Huddersfield

BALCH, ROBERT, Kentish Town March 13 Jennings, Kentish Town rd

BATEMAN, HUGH ALLEYNE SACHEVERELL, Derby March 16 Taylor & Co, Field court, Gray's inn

BLAKEMAN, WILLIAM, Ely, Cambridge March 4 Archer & Son, Ely

BOYD, MARION, Folkestone Upton & Co, Austin Friars

BREMNER, THOMAS, Kentish Town March 13 Jennings, Kentish Town rd

BREWSTER, ANNE ELIZABETH, Cambridge Feb 20 Robinson & Adams, Saffron Walden

CARR, HENRY WILKINSON, Scarborough March 1 Carr, High Holborn

CLEMENTS, WILLIAM, Bermondsey, Licensed Victualler March 1 Matthews, Southwark

CUTTS, JAMES FREEMAN, Upper Holloway March 25 Wodlake, Finsbury Park

DUCKWORTH, ROBERT CORBY JONES, Blackburn Feb 28 Dennison, Blackburn

DURRANT, AGNES ANNE, Littlehampton March 1 Holmes & Co, Littlehampton

EYKYN, ROGER, Blisworth, Northampton March 16 Taylor & Co, Field court, Gray's inn

GREY, CHARLES, Finchley rd March 1 Upton & Co, Austin Friars

HARRISON, THOMAS, Preston March 1 Clarke, Preston

HUTCHINSON, MARY CHAPMAN, Leamington March 1 Wright & Hassalls, Leamington

JACKSON, GEORGE JAMES WILLIAM, Tottenham, Professor of Music March 9 Jennings Kentish Town rd

KERGAN, ELIZABETH, 8th Kensington March 15 Tolhurst & Co, Gravesend

MCCARTHY, MARY, Finsbury March 12 Geaussent, Bishopsgate st Without

MAFFETT, RICHARD STEER, Plymouth March 28 Gidley & Son, Plymouth

MARRIOTT, JOHN SLACK, Rowdon, Chester March 25 Marriott & Co, Manchester

MARS, WILLIAM, Ancoats, Manchester, Grocer March 25 Marriott & Co, Manchester

MARSHALL, SAMUEL, Sheffield March 31 Richardson, Bradford

MARTIN, SAM WEBSTER, Chesterfield, Derby, Veterinary Surgeon March 6 Jones & Co Chesterfield

MAWKES, ANN WESTON FOWLER, Weymouth March 11 Andrews & Co, Weymouth

MUNT, JANE SELINA, Clapham rd March 6 Burton & Son, Blackfriars

NOAKE, DORCAS ANN, Melcombe Regis, Dorset March 11 Andrews & Co, Weymouth

PAXTON, JANE TOD, Harrogate, York March 1 Sanderson & Co, Berwick upon Tweed

POLAK, LEWIS HART, Gt Tower st, Wine Merchant March 9 Batham, Gt Tower st

PENTIS, EDWARD, Chalk, nr Gravesend March 1 Winch & Co, Sittingbourne

RAWLINSON, ROBERT, Suffolk, Carman March 1 D'Albini & Ellis, Newmarket

ROBERTS, WILLIAM, Hornton, Oxford, Farmer Feb 28 Bennett, Banbury

SCOTT, THOMAS, Eglingham, Northumberland, Farmer March 27 Edell & Gordon King st, Cheapside

SIMPSON, ARTHUR BARCLAY, Ivybridge, Devon March 1 Simpson & Co, Southwark st, Borough

SMITH, HANNAH DENBIGH, Guiseley, York March 1 Ryott & Swan, Newcastle upon Tyne

SMITH, ELIZABETH MARY, Aughton, Lancaster March 16 Lee & Co, Ormskirk

SMITH, MARGARET, Putney March 13 Jennings, Kentish Town rd

STODDART, FRANCES, Manchester Feb 28 Broadsmith & Stead, Manchester

SWINDELLS, JOHN, Macclesfield March 31 Barclay & Taylor, Macclesfield

TRAUDALE, JOHN, Gateshead March 1 Ryott & Swan, Gateshead

THOMAS, MARY ANN SUSANNAH, Hastings Feb 28 Young & Co, Hastings

WHITE, Mrs JULIA ANNE, Wotton under Edge, Glos March 6 Dauncey, Wotton under Edge
WILSON, FANNY, Lincoln Feb 13 Toynbee & Co, Lincoln
WOODS, JOHN, Woodbridge, Nurseryman March 27 Welton, Woodbridge

London Gazette.—FRIDAY, Feb. 5.

ARNISON, GEORGE NATHAN, Sunderland, Painter March 8 Walker, Sunderland
BARLOW, HENRY, Astley, Lancs, Farm Labourer March 17 Dendy & Paterson, Manchester
BARNES, FREDERICK CARNAC, Park st, St James's May 2 Sanderson & Co, Queen Victoria st
BELCHER, ALFRED BERNARD, Uppingham, Rutland March 9 Belcher, Newbury, Berks
BENN, SAMUEL, Rochdale, Painter March 13 Standring & Co, Rochdale
BROWN, THOMAS WIDROW, Cambridge, Builder March 1 Randall, Newmarket
FERGUSON, FERDINAND, Cromwell rd April 2 Thrupp & Chidell, New Bond st
CARR, Dr HENRY WILKINSON, Kilburn March 1 Carr, High Holborn
CHAMPION, CAROLINE MURIEL VALENCIA MOLLESEUS-LE, Redcliffe sq March 6 Lewis & Lewis, Ely pl
CLEMENTS, JOSEPH, Nottingham March 4 Carter, Nottingham
COLES, ARTHUR, Yeovil, Surgeon March 19 Marsh, Yeovil
FERRIS, GEORGE, Chippenham, Wilts March 1 Wood & Awdry, Chippenham
FLACK, JAMES MICHAEL, Stratford March 3 Philbrick, Basinghall st
FITZPATRICK, ANNIE, Ealing March 15 Bird, Gresham bldgs, Guildhall
GARSUTT, HENRY, Kingston upon Hull April 1 Middlemiss & Pearce, Kingston upon Hull
GILLER, HENRY JOHN, Bartlett's bldgs, Holborn March 5 Robinson, King's bench walk, Temple
GODMAN, JOSEPH, Godalming March 18 Park & Co, Essex st, Strand
GORDEN, MARY ANN, Chelsea Feb 28 Blachford & Co, Walbrook
HOLDAWAY, SARAH, Southampton March 15 Hallett, Southampton
HUGHES, JOSEPH, Chester March 1 Sharpe & Davison, Chester
LAIDLAW, JOHN, Stonehouse, Glos March 18 Little & Mills, Stroud
LOWE, ANN, Liverpool April 2 O'Hare, Liverpool
MEDOWS, WILLIAM HEATHER, Conholt Park, Wilts March 9 Dawson & Co, New sq, Lincoln's inn
MUNCEY, RICHARD, Paddington Feb 17 Plunkett & Leader, St Paul's churchyard
NATHAN, EDWARD, Bournemouth March 6 Freeman & Co, Foster lane
NOACHE, JAMES, Dudley, Worcester March 4 Davies, Dudley
PEGELLY, JAMES, Plymouth March 15 Bulteel & Co, Plymouth
PONTIFEX, WILLIAM, Chilworth, Surrey March 16 Pontifex & Co, St Andrew st, Holborn circus
RICH, CARL HERMANN GUSTAV, Blackheath June 24 Stone, Finsbury pavement
SCOTT, FORSTER, Corbridge, Northumberland, Farmer March 3 Clark, Newcastle on Tyne
SHAW, ROBERT, Colne, Lancs March 25 Hartley & Pilgrim, Colne
SIMPSON, GEORGE, York March 10 Shaftoe, York
STAGG, MARY WHITE, Worcester Feb 28 Powell & Browett, Birmingham
STATHAM, JOHN HENRY, Nottingham, Builder March 5 Warren, Nottingham
SUTTON, THOMAS, Bolton, Lancs, Provision Dealer March 25 Yates, Southport
SWIFT, THOMAS, Hanley, Staffs, Draper Feb 27 Challinors, Hanley
TESSUTT, CAROLINE, Melton Mowbray, Leicester March 1 Latham & New, Melton Mowbray
THOMPSON, FREDERICK, sen, Dover March 20 Lewis & Pain, Dover
WHITELOCK, JOHN LUPTON, Leeds, Innkeeper April 14 Wilkinson & Garland, Leeds
VARDEN, ELIZABETH SUSANNAH, George st, Euston sq April 5 Pilgrim & Phillips, Coleman st

London Gazette.—TUESDAY, Feb. 9.

ABEY, ELLEN, St Leonard's on Sea March 7 Young, Son, & Co, Hastings
BARNES, ROBERT YALLOWLEY, Worthing April 10 Carter & Bell, Idol lane, Eastcheap
BAYLISS, ELIZA PUDNER, Kingston on Thames March 1 James Bell, Kingston on Thames
BUCKMAKER, JAMES JEREMIAH, Southampton row March 1 Longbourne & Co, Lincoln's inn fields
BLACKMAN, EGBERT DAVID, Ashford, Kent, Tailor March 1 Kingsford & Drake, Ashford
BYWATER, JOHN, Tipton, Staffs March 15 Hooper, Dudley
CASSON, WILLIAM, Leicester March 31 Wade & Co, Bradford
CLEMENTS, JANE KILLIN, Kingston upon Thames Feb 27 Robinson, Furnival's inn
COHEN, MATHILDE, Avenue rd, Regent's Park March 22 Garnett, Highgate
COOKSON, CORNELIUS, Manchester, Beer Retailer March 20 Heywood & Co, Manchester
CROSSLING, SARAH REBECCA, Newcastle upon Tyne March 8 Arnott & Co, Newcastle
CROSSLING, SARAH REBECCA, Newcastle upon Tyne March 8 Arnott & Co, Newcastle
CROSSLING, THOMAS, Newcastle upon Tyne, Glass Merchant March 8 Arnott & Co, Newcastle
DRACON, JAMES WILLIAM, Chatham March 3 Fowler & Co, Clement's lane
ENGLEHEART, ELIZA ANN, Eye, Suffolk Feb 27 Sprott & Morris, Shrewsbury
FERRAND, the Hon FANNY MARY, Berkeley sq March 25 Mason & Co, Lincoln's inn fields
GARTON, THOMAS, Clapham March 19 Neish & Co, Watling st
GILLMAN, WILLIAM HOBBS, Stroud, Hosier April 1 Winterbotham & Sons, Stroud
GOSLING, WILLIAM, Birmingham, Cooper March 9 Huggins, Birmingham
GREENHILL, EMMA, Paddington March 3 Meynell, Furnival st
HANSON, CHARLES, Derby, Pork Butcher April 1 Sale & Co, Derby
HARRISON, JAMES, Wavertree, nr Liverpool March 15 Payne & Frodsham, Liverpool
HARTLEY, JAMES, Wortley, Leeds April 9 Addyman & Kaye, Leeds
IRELAND, MARY ELLEN, Downton, nr Shrewsbury, Salop March 1 Sprott & Morris, Shrewsbury
KEMPE, ELLEN WASON, Bergerac Dordogne, France March 18 Belfrage & Co, John st, Bedford row
KYDD, JAMES, Forest Gate, Essex, Builder March 10 Baylis & Pearce, Church ct chmbrs
LLOYD, MARGARET, Torquay March 9 Toser & Co, Teignmouth
MICHELL, AMELIA, Rugby, Warwick Feb 24 Morrell & Son, Oxford
NEILL, WILLIAM ALEXANDER, Davies st, Berkeley sq March 19 Leslie & Co, Gresham bldgs
NOADE, JAMES, Dudley, Worcester March 4 Davies, Dudley
NORRIS, STEPHEN PERCEVAL, Bournemouth April 6 Potter & Co, Cheapside
NUTTALL, LETTICE, Goosnargh, Lancs March 6 Dallas, Preston
PARKINSON, MARGARET SMITH, Scarborough March 3 Swainson & Co, Lancaster
RHODES, DEBORAH, Eldwick, nr Bingley, York March 12 Bedford, Bingley
SCHMIDT, GOTTFRIED, Lexington st, Golden sq, Tailor March 3 Trierner, Pinner's st, Broad st
SHERIDAN, JAMES, Choriton upon Medlock, Manchester, Boot Manufacturer March 31 Todd, Manchester
SMITH, AMY, Bath March 16 Hulbert & Co, New sq, Lincoln's inn
SMITH, JOHN MUSGRAVE, Crossgates, nr Leeds, Beerhouse Keeper March 6 Middleton & Sons, Leeds
SOANE, DOROTHY LOUISA, Hastings March 7 Young & Co, Hastings
SPEAKMAN, THOMAS, Wrightington, Lancaster, Yeoman March 25 Rowe, Wigan
STONE, WILLIAM HENRY, Godalming, Surrey March 4 Sandilands & Co, Fenchurch avenue
TAYLOR, JOHN WILLIAM, Speldhurst, Kent, Farmer March 1 Buss, Tunbridge Wells
TOWNSEND, ARCHIBALD CONSTABLE, New York, U S A, Journalist March 6 Indermaur & Co, 22, Chancery lane
WHYTE, ARTHUR WALTER JAMES, Linares, Jaen, Spain, British Vice Consul April 3 Harston, Bishopsgate st Within
WILKINSON, HANNAH, Sheffield, Boot Dealer March 16 Irons, Sheffield
WILCOCK, STEPHEN CLEVERLEY, Bideford, Devon March 24 Rooker & Baseley, Bideford
WINGFIELD, SUSANNA, Brighton April 1 Stuckey & Co, Brighton

London Gazette.—FRIDAY, Feb. 12.

ADSETT, JAMES THOMPSON, Canterbury, Gunmaker March 8 Furley, Canterbury
ARNOLD, WILLIAM COOKE, Bristol, Stockbroker April 3 Roberts Bros, Bristol
ASPLEN, CAROLINE, Cambridge March 13 J E & H Scott, King William st
ATLING, EDWARD JOHN, Kennington la March 22 Bobbetts Gray's inn pl
BORREY, FRANCIS, Littleover, Derby Feb 20 Whiston, Derby
BURNER, JULIA, Clapham March 9 Quicke, Milk st bldgs
BURNEY, HUGH SOMERVILLE SAWYER, Victoria st April 30 Richardson & Sadler, Golden square
BURNETT, ELIZA, Langley, Bucks March 25 Barrett, Slough
COCK, CHARLES, West Mersea, Essex, Farmer March 10 Marshall & Potter, Colchester
COHEN, MATHILDE, Avenue rd, Regent's Park March 22 Garnett, Highgate
COOPER, The Venerable JOHN, Abbey Carlisle, Cumberland April 15 Scott & Cooper, Hull
CORNER, JOHN, Hereford, Ironmonger March 15 Corner & Co, Hereford
CRAMP, OFFLEY, Battersea March 24 Tamplin & Co, Fenchurch st
DAWSON, ANNE, Kingston upon Hull April 15 Scott & Cooper, Hull
DOWN, EMMA, Plymouth April 5 Wilson & Loye, Plymouth
BOULAY, JOHN DU, Salisbury, Wilts March 6 Burridge & Co, Shaftesbury, Dorset
EDMUNDSON, WILLIAM, Blackburn, Innkeeper March 12 Radcliffes & Higginson, Blackburn
EWART, CHARLES HENRY, Clifton, Bristol March 25 Bolton & Co, Temple grdns
FLUDYER, Rev Sir JOHN HENRY, Ayston, Rutlands, Bart May 1 Arnold & Henry White, Gt Marlborough st
HALLEY, CHARLES, Langley, Bucks, Builder Feb 22 Durant, Windsor
HANDFORD, THOMAS, Nottingham March 9 Sale, Atherstone
HARDY, REBECCA, Ravenstone, Leicester March 12 Fisher & Co, Ashby de la Zouch
HENDEWERK, ROBERT BERNHARD, Ealing April 12 Wootton & Son, Finsbury circus
HILL, FREDERIC, Hampstead March 3 Worthington & Co, Eastcheap
HOBB, ERNEST WILLIAM, Gray's inn rd March 12 Moon & Co, Lincoln's inn fields
HUGHES, JOSEPH, Chester March 1 Sharpe & Davison, Chester
JACKSON, JOSEPH, Leigh, Lancs, Licensed Victualler March 31 Widdows, Leigh
KING, EMILY, Upper Norwood March 31 Burroughs & Bisdee, Forest Hill
LEATHERLAND, JOSEPH WILLIAM, Kingston upon Hull March 1 Roffe, Rugby
LEEDS, the Most Noble FANNY GEORGIANA, Dowager Duchess of, Grosvenor crescent March 31 Lowe & Co, Temple grdns
LONGMIRE, ANNIE, Morecambe, Lancs Feb 25 Sharp & Son, Lancaster
MALLINSON, JOSEPH, Kirkheaton, nr Huddersfield, Innkeeper March 9 Ramsden & Co Huddersfield
MARSTON, WILLIAM JOHN, Bagawantalawa, Ceylon March 2 Ranger & Co, Fenchurch st
MARTIN, CORDELIA, Southfleet, Kent March 11 Allen, Chatham
MERRES, FRANCES SARAH, Haddenham, Bucks March 25 Birch, Thame
NICOL, GEORGE GARDEN, Cambridge gate, Regent's Park March 17 Tyrrell & Co Albany Court yard, Piccadilly
OTTLEY, SARAH, Liverpool March 6 Teebay & Lynch, Liverpool
O'NEILL, ADA AMELIA, Shanklin, I W March 15 Boal, Regent st
PIPER, HERBERT, Brede, Sussex, Farm Bailiff March 15 Dawes, Rye
POWELL, GEORGE, Blackheath March 24 Surr & Co, Abchurch lane
PRICE, THOMAS, Whitchurch, Glam March 10 Westyr-Evans, Cardiff
PROSSER, WILLIAM, Pontnewynydd, Mon, Farmer April 16 Bythway & Son, Pontypool
REES, EDWARD THOMAS, Newport, Mon, Licensed Victualler March 21 Evans, Newport
ROSS, Colonel JOHN STEPHEN, Wimbledon, March 8 Dimond & Son, Wimpole st
SAUNDERS, JOHN, Earl st, Edgware rd March 12 Fox, Paddington
SAVAGE, GEORGE, Lillingstone Lovel, Bucks June 1 Beake & Green, Northampton
SEYMOUR, WILLIAM, Wandsworth, Builder March 12 Grant & Co, Norfolk st
SPICER, NAPOLEON ALEXANDER RALPH, South Norwood March 13 Mackrell & Ward Walbrook
SPINK, JOHN, Putney March 31 Taylor, Putney
STRATTON, WILLIAM, Upavon, Wilts March 1 Dixon, Pewsey
TANNAR, EDWARD, High Roothing, Essex, Farmer March 13 Wade & Co, Dunmow
THOMSON, JOHN, Ockbrook, Derby March 12 Fisher & Co, Ashley de la Zouch
THOMPSON, WILLIAM, Elloughton, York April 15 Scott & Cooper, Hull
TROKES, PRISCILLA, Pannal Ash, nr Harrogate, York March 12 Cory & White, Cardiff
WEBSTER, JOHN, Lombard st March 31 Ingle & Co, Threadneedle st
WHITEHEAD, THOMAS ROCHESTER, Manningham, York, Manufacturer March 5 Gardiner & Jeffery, Bradford
WHITEMAN, WILLIAM HENRY, Croydon March 31 Wilcocks, Cornhill
WHITTLE, ELIZABETH, Cheltenham April 15 Scott & Cooper, Hull

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 12.

RECEIVING ORDERS.

ALLEN, JOSIAH, Hendon, Builder Barnet Pet Feb 6 Ord Feb 6

ANCELL, THEODORE ROBERT, Gt Winchester st, Company Promoter High Court Pet Oct 12 Ord Feb 9

ANDREW, FREDERICK, Northfleet, Kent High Court Pet Feb 2 Ord Feb 8

BARKER, THOMAS, Scarborough Scarborough Pet Feb 9 Ord Feb 9

BARLOW, JOHN THOMAS, Middlesborough, Club Manager Stockton on Tees Pet Feb 9 Ord Feb 9

BARRETT, SAMUEL, Crosshills, Yorks Bradford Pet Jan 21 Ord Feb 8

BEDDOE, EDWARD CLARENCE, Wednesbury, Staffs, Engineer Walsall Pet Feb 8 Ord Feb 8

BOWEN, EVAN, Tonypandy, Glam, Carpenter Pontypridd Pet Feb 9 Ord Feb 9

BRANDER, A I, Berners st High Court Pet Jan 22 Ord Feb 9

CAMMISS, EDWARD, and WILLIAM BRADSHAW CAMMISS, Stockton on Tees, Contractors Stockton on Tees Pet Feb 9 Ord Feb 9

CHIPP, SAMUEL, Ludlow, Salop, Cattle Dealer Leominster Pet Feb 10 Ord Feb 10

CLARKE, HARRY, Birmingham Birmingham Pet Dec 23 Ord Feb 8

CULLIFORD, Fenchurch bldgs, Wine Merchant High Court Pet Jan 12 Ord Feb 9

GUDGEON, JOHN, Derby, Ironmonger Derby Pet Feb 8 Ord Feb 8

HEALD, JOHN, Knottingley, Yorks, Boat Hauler Wakefield Pet Feb 9 Ord Feb 9

HEBON, EDWARD GEORGE, Leeds, Tailor Leeds Pet Feb 9 Ord Feb 9

HESKETH, HENRY, Bolton, Fruiterer Bolton Pet Feb 8 Ord Feb 8

JOHNS, THOMAS, Stithians, Cornwall, Farmer Truro Pet Feb 9 Ord Feb 9

JONES, JOHN WILLIAM, Rhyl, Joiner Bangor Pet Feb 9 Ord Feb 9

KNOTT, ELLEN PHOEBE, Chestal, Dursley, Glos, Housekeeper Gloucester Pet Feb 10 Ord Feb 10

LEE, TOM STACEY, Leicester, Jeweller Leicester Pet Feb 10 Ord Feb 10

MAY, HENRY, West Bromwich, Sweep West Bromwich Pet Feb 8 Ord Feb 8

NICHOLS, JOHN, and ROBERT NICHOLS, Preston Capes, Northamptons, Farmers Northampton Pet Feb 8 Ord Feb 8

NUTTALL, EDMUND, Rochdale, Corn Mill Engineer Rochdale Pet Feb 9 Ord Feb 9

OSTERHAUS, ADOLF, Gt Winchester st, Whip Manufacturer High Court Pet Feb 9 Ord Feb 9

PARKE, GERTRUDE MARY, Bentinck st, Manchester sq High Court Pet Jan 14 Ord Feb 9

SHAW, JOHN JAMES, St Anne's on the Sea, Lancs, Stonemason Preston Pet Feb 9 Ord Feb 9

SHELDRICK, FREDERICK SAMUEL, Cambridge, Printer Cambridge Pet Feb 8 Ord Feb 8

SIMONS, THOMAS, Kislingbury, Northamptons, Farmer Northampton Pet Feb 9 Ord Feb 9

TRATT, GEORGE EDWARD, Leicester, Boot Manufacturer Leicester Pet Feb 8 Ord Feb 8

WARD, SAMUEL, Derby, Fish Dealer Derby Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

ANDREW, FREDERICK, Northfleet, Kent Feb 19 at 12 Bankruptcy bldgs, Carey st

BANTRAM, WILLIAM, Durham, Miner Feb 24 at 3 Off Rec, 8, Albert rd, Middlesborough

BATES, WILLIAM JEFFERY, Luton, Beds, Tea Dealer Feb 19 at 12 Off Rec, 1a, St Paul's sq, Bedford

BERRIMAN, FREDERICK MARK, Driffield, Yorks, Fruiterer Feb 19 at 11 Off Rec, Trinity House lane, Hull

BLAKELY, THEOPHILUS EDWARD, Brighton, Auctioneer Feb 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton

BROEL, ALBERT, Tamworth, Pork Butcher Feb 19 at 12 Peel Arms Hotel, Tamworth

BURNLEY, WILLIAM THOMAS, Upper Tooting rd, Builders' Merchant Feb 19 at 11.30 24, Railway app, London Bridge

CAMPBELL, JAMES, Headingley, Leeds Feb 22 at 11 Off Rec, 22, Park row, Leeds

CHAPMAN, JAMES, Swindon, Lancs, Farmer Feb 24 at 2.30 Off Rec, Byrom st, Manchester

COLLINS, HENRY JOHN, Landport, Hants, Fruiterer Feb 19 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

CROSSLEY, SAMUEL, Huddersfield, Shuttle Maker Feb 22 at 11 Off Rec, 19, John William st, Huddersfield

DAVIES, ROBERT, Pontlottyn, Glam, Builder Feb 19 at 3 65, High st, Merthyr Tydfil

DAVIES, SAMUEL, Cymmer, Glam, Jeweller Feb 20 at 11.30 Off Rec, 4, Queen st, Carmarthen

DEANS, MAJOR THACKWRAY, Scarborough, Hosier Feb 19 at 11.30 Off Rec, 74, Newborough st, Scarborough

DE STE MARIE, HARRIOT, Chipping Campden, Glos, Countess Feb 23 at 11 Off Rec, 13, Bedford circus, Exeter

DUFF, JAMES ROBINSON, Tottenham, Laundryman Feb 22 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

EDWARDS, ARTHUR HERBERT, Leighton Buzzard, Beds, Farmer Feb 19 at 12.30 Off Rec, 1a, St Paul's sq, Bedford

GARDNER, GEORGE (Deceased), High Wycombe, Bucks Feb 19 at 3 Bankruptcy bldgs, Carey st

GOSNELL, ALFRED ERNEST, Leytonstone Feb 19 at 12 Bankruptcy bldgs, Carey st

GUDGEON, JOHN, Derby, Ironmonger Feb 22 at 12 Off Rec, 40, St Mary's gate, Derby

HAIGH, MARTHA, Bradford Feb 22 at 11 Off Rec, 31, Manor row, Bradford

HAMLYN, CHARLES, Heavitree, Devon Feb 20 at 11 Bankruptcy bldgs, Carey st

HANNAY, WILLIAM GORDON, Birmingham, Clerk Feb 22 at 11 23, Colmore row, Birmingham

HARWOOD, DANIEL, Porthcawl, Glam, Publican Feb 23 at 11 Off Rec, 29, Queen st, Cardiff

HEALD, JOHN, Knottingley, Yorks, Boat Hauler Feb 19 at 11 Off Rec, 6, Bond ter, Wakefield

HEBRON, WILLIAM PEIRSON, Whitby, Yorks, Grocer Feb 24 at 3 Off Rec, 8, Albert rd, Middlesborough

HESKETH, HENRY, Bolton, Fruiterer Feb 22 at 3 16, Wood st, Bolton

HIGGIN, WILLIAM HUNTER, Burnley, Lancs, Solicitor Feb 26 at 2 Exchange Hotel, Nicholas st, Burnley

HOPLEY, JAMES, Manchester, Watchmaker Feb 19 at 3 Off Rec, Byrom st, Manchester

HUGHES, JOHN, High Ercall, Salop, Innkeeper Feb 20 at 1 Off Rec, Shrewsbury

HUGHES, JOSEPH, Wandsworth, Wine Merchant Feb 19 at 2.30 Bankruptcy bldgs, Carey st

HUXTABLE, TOM, Chiswick, Draper Feb 20 at 11 Off Rec, 95, Temple chmbrs, Temple avenue

JONES, WILLIAM THOMAS, Aberdare, Glam, Undertaker Feb 19 at 2 65, High st, Merthyr Tydfil

MARTLEW, THOMAS, Wigan, Ironmonger Feb 19 at 10 16, Wood st, Bolton

PARKER, WILLIAM, Bury, Lancs Feb 19 at 3 16, Wood st, Bolton

PATON, THOMAS, Kingston on Thames Feb 22 at 11.30 24, Railway app, London Bridge

RHEINSTROM, JOSEPH, Kensington, Insurance Agent Feb 19 at 11 Bankruptcy bldgs, Carey st

ROSSER, WILLIAM JAMES, Narberth, Pembroke, Licensed Victualler Feb 20 at 12.30 Off Rec, 4, Queen st, Carmarthen

SCHULZ, RUDOLPH, Kingston upon Hull Feb 19 at 11.30 Off Rec, Trinity House ln, Hull

SHELDRICK, FREDERICK SAMUEL, Cambridge, Printer Feb 22 at 11 Off Rec, 5, Petty Cury, Cambridge

STANFIELD, GEORGE, jun, Southsea, Bird Fancier Feb 19 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

TRATT, GEORGE EDWARD, Leicester, Boot Manufacturer Feb 19 at 12.30 Off Rec, 1, Berridge st, Leicester

TUCKER, RICHARD, jun, Bridport, Dorset, Solicitor Feb 24 at 1.15 Bull Hotel, Bridport

WICKES, CHARLES H, Northwood Mar 5 at 3 95, Temple chmbrs, Temple avenue

WRIGHT, GEORGE, Nottingham, Dairyman Feb 19 at 12 Off Rec, St Peter's Church walk, Nottingham

ADJUDICATIONS

ALLEN, JOSIAH, Hendon, Builder Barnet Pet Feb 6 Ord Feb 6

BARKER, THOMAS, Scarborough Scarborough Pet Feb 8 Ord Feb 9

BARLOW, JOHN THOMAS, Middlesborough, Club Manager Stockton on Tees Pet Feb 8 Ord Feb 9

BAX, MARTHA, Dartford, Kent, Builder High Court Pet Jan 19 Ord Feb 9

BEDDOE, EDWARD CLARENCE, Wednesbury, Staffs, Engineer Walsall Pet Feb 8 Ord Feb 9

BOWEN, EVAN, Tonypandy, Glam, Carpenter Pontypridd Pet Feb 9 Ord Feb 9

BRYCE, JOHN, Brixton, Confectioner High Court Pet Jan 25 Ord Feb 9

CAMMISS, EDWARD, and WILLIAM BRADSHAW CAMMISS, Stockton on Tees, Contractors Stockton on Tees Pet Feb 9 Ord Feb 9

CHIPP, SAMUEL, Ludlow, Salop, Cattle Dealer Leominster Pet Feb 10 Ord Feb 10

CROSSLEY, SAMUEL, Huddersfield, Shuttle Maker Huddersfield Pet Feb 4 Ord Feb 10

DUFF, JAMES ROBINSON, Tottenham, Laundryman Edmonton Pet Jan 6 Ord Feb 8

GOUGH, HERBERT JAMES, Bristol, Coal Merchant Bristol Pet Feb 4 Ord Feb 10

GUDGEON, JOHN, Derby, Ironmonger Derby Pet Feb 8 Ord Feb 8

HAMLYN, CHARLES, Heavitree, Exeter Devon Pet Jan 21 Ord Feb 8

HANNAY, WILLIAM GORDON, Birmingham, Clerk Birmingham Pet Jan 30 Ord Feb 10

HEALD, JOHN, Knottingley, Yorks, Boat Hauler Wakefield Pet Feb 9 Ord Feb 9

HEBON, EDWARD GEORGE, Leeds, Tailor Leeds Pet Feb 9 Ord Feb 9

HESKETH, HENRY, Bolton, Fruiterer Bolton Pet Feb 8 Ord Feb 8

HUGHES, JOSEPH, Wandsworth, Wine Merchant High Court Pet Dec 15 Ord Feb 8

JOHNS, THOMAS, Stithians, Cornwall, Farmer Truro Pet Feb 9 Ord Feb 9

JONES, JOHN WILLIAM, Rhyl, Flints, Joiner Bangor Pet Feb 8 Ord Feb 9

KIRKPATRICK, JOHN HARRY, Denton, Lancs Ashton under Lyne Pet Dec 30 Ord Feb 4

KNOTT, ELLEN PHOEBE, Chestal, Dursley, Glos, Housekeeper Gloucester Pet Feb 10 Ord Feb 10

LEE, TOM STACEY, Leicester, Jeweller Leicester Pet Feb 10 Ord Feb 10

MAY, HENRY, West Bromwich, Sweep West Bromwich Pet Feb 8 Ord Feb 8

NUTTALL, EDMUND, Rochdale, Engineer Rochdale Pet Feb 9 Ord Feb 9

PUTZ, LOUIS JOEN, Kensington High Court Pet Jan 19 Ord Feb 8

RIDINGS, W R, Birmingham, Electrical Engineer Birmingham Pet Sept 18 Ord Feb 3

SHAW, JOHN JAMES, St Anne's on the Sea, Lancs, Stonemason Preston Pet Feb 9 Ord Feb 9

SHELDRICK, FREDERICK SAMUEL, Cambridge, Printer Cambridge Pet Feb 8 Ord Feb 8

TRATT, GEORGE EDWARD, Leicester, Boot Manufacturer Leicester Pet Feb 8 Ord Feb 8

USHER, WILLIAM, Swansea Swansea Pet Jan 12 Ord Feb 9

WARD, SAMUEL, Derby, Fish Dealer Derby Pet Feb 10 Ord Feb 10

WILLIAMSON, GEORGE, Luton, Beds, Saddler Luton Pet Jan 27 Ord Feb 8

ADJUDICATION ANNULLED.

STUART, EDWARD HENRY (commonly called Lord Clifton), Dumpton Park, nr Ramsgate Canterbury Adjud Dec 6, 1880 Annul Feb 2

London Gazette.—TUESDAY, Feb. 16.

RECEIVING ORDERS.

ARMATAGE, GEORGE, Leeds, Joiner Leeds Pet Jan 27 Ord Feb 10

BACKWAY, THOMAS, Ilfracombe, Carpenter Barnstaple Pet Feb 11 Ord Feb 11

BARRACLOUGH, HERBERT, Wibsey, Bradford, Commission Weaver Bradford Pet Feb 12 Ord Feb 12

BARROW, COPNER WALTON, Blewbury, Berks High Court Pet Nov 23 Ord Feb 11

BOOTH, HENRY, Romford, Builder Chelmsford Pet Feb 10 Ord Feb 10

CARTER, THOMAS, and HERBERT WEBDALE, Luton, Beds Luton Pet Feb 11 Ord Feb 11

COLLINS, WILLIAM, Muckley Corner, Staffs, Grocer Walsall Pet Feb 5 Ord Feb 5

CONSITT, WILLIAM STRATFORD, North Ormesby, Yorks, Beerhouse Keeper Stockton on Tees Pet Feb 10 Ord Feb 10

COSTIN, FREDERICK, Harlesden, Clerk High Court Pet Feb 12 Ord Feb 12

COX, ARTHUR, Ilkeston, Derbys, Bricklayer Derby Pet Feb 12 Ord Feb 12

CRANE, JAMES, Nottingham Nottingham Pet Jan 30 Ord Feb 12

CRELLIN, H, Hanover sq, Ladies' Tailor High Court Pet Oct 19 Ord Feb 11

CURTIS, FRANK, Rhymney, Mon, Fruiterer Tredegar Pet Feb 11 Ord Feb 11

DAVIES, EDWARD, Newtown, Mountain Ash, Glam, Collier Aberdare Pet Feb 12 Ord Feb 12

DICKER, ELIZABETH ANNIE, Gt Yarmouth Gt Yarmouth Pet Feb 12 Ord Feb 12

DOVE, HENRY, Newport, I of W, Butcher Newport Pet Feb 12 Ord Feb 12

EDGAR, LOGAN BICKNELL, Victoria st, Barrister High Court Pet Dec 7 Ord Feb 12

ELTON, WILLIAM, Cardiff Cardiff Pet Feb 10 Ord Feb 10

FORD, W J, Hampstead High Court Pet Dec 24 Ord Jan 22

GAMES, F G, Gloucester pl, Portman sq High Court Pet Jan 26 Ord Feb 12

GLEVES, J, West Norwood, Builder High Court Pet Jan 26 Ord Feb 12

GREWCOCK, FREDERICK, Ashby de la Zouch, Leics, Cowkeeper Burton on Trent Pet Feb 11 Ord Feb 11

GRIFFITHS, BENJAMIN GEORGE, Pembroke, Butcher Pembroke Dock Pet Feb 11 Ord Feb 11

HARDUT, ERNEST EDGAR, Southampton, Greengrocer Southampton Pet Feb 11 Ord Feb 11

HAY, the Hon ALISTAIR GEORGE, Upper Belgrave st High Court Pet Nov 23 Ord Feb 12

HILL, ALBERT, Nottingham, Hosier Nottingham Pet Feb 6 Ord Feb 13

HOLDSWORTH, CHARLES EDWARD, Lake, Dorsets, Farm Manager Poole Pet Feb 2 Ord Feb 12

HOUSE, SELINA, Clapham, Licensed Victualler High Court Pet Jan 27 Ord Feb 12

HUME, ROBERT, and SAMUEL LABBETT, Bridgend, Glam, Cycle Agents Cardiff Pet Feb 10 Ord Feb 10

JONES, THOMAS BOOTH, Stretford, Farmer Salford Pet Feb 11 Ord Feb 11

LOOG, HERMANN, Finsbury pavement, Agent High Court Pet Oct 6 Ord Feb 9

MACBEATH, MARGARET, Bloomsbury st, Bedford sq High Court Pet Oct 29 Ord Feb 10

MADDER, CHARLES, Bedford, Jobmaster Bedford Pet Feb 13 Ord Feb 13

MCFARLANE, WILLIAM, Blyth, Northumberland, Builder Newcastle on Tyne Pet Feb 12 Ord Feb 12

MARSDEN, HERBERT, Warrington, Grocer Salford Pet Feb 12 Ord Feb 12

MIDDUP, HENRY, Calverton, Notts Nottingham Pet Feb 11 Ord Feb 11

MOORE, JOSIAS, South Milton, Devon, Haulier Plymouth Pet Feb 12 Ord Feb 12

MORGAN, JOB WILLIAM, Aberdare, Glam, Coal Merchant Aberdare Pet Feb 12 Ord Feb 12

PATMAN, DAVID, Barton, Cambridge, Coal Dealer Cambridge Pet Feb 13 Ord Feb 13

PITCHFORD, GEORGE, Barlaston, Staffs, Railway Clerk Stafford Pet Feb 13 Ord Feb 13

POOLE, HARRY JAMES, Comberton, Cambridge, Butcher Cambridge Pet Feb 11 Ord Feb 11

SCOTT, FREDERICK, West Cowes, I of W, Butcher Newport Pet Feb 13 Ord Feb 13

SISSLING, GEORGE KING, Long Eaton, Derby, Lace Manufacturer Derby Pet Feb 12 Ord Feb 12

SNOWBALL, GEORGE EDWARD, Northumberland, Plumber Newcastle on Tyne Pet Feb 11 Ord Feb 11

SPACIE, THOMAS, Aston, nr Sheffield, Grocer Sheffield Pet Feb 11 Ord Feb 11

THOMPSON, CHARLES, Darlington, Boilersmith Stockton on Tees Pet Feb 12 Ord Feb 12

TOOGOOD, GEORGE HARKER, and ERNEST HENRY TOOGOOD, Stockton on Tees, Grocers Stockton on Tees Pet Jan 30 Ord Feb 12

UNWIN, CHARLES, Wandsworth High Court Pet Jan 20 Ord Feb 11

WARREN JANE PALMER, Brighton Brighton Pet Feb 13 Ord Feb 13

WATTS, HOPKIN MATTHEW, Cowbridge, Glam, Baker Cardiff Pet Feb 9 Ord Feb 9

WEBB, WILLIAM, Southampton, Butcher Southampton Pet Feb 12 Ord Feb 12

WILBY, JOHN ALFRED, Leeds Leeds Pet Feb 12 Ord Feb 12

WILSON, DUNCAN HERBERT HASTINGS, Brook st, Grosvenor sq, Homœpathist High Court Pet Jan 26 Ord Feb 11

WRIGHT, PHILIP, Ryhall, Rutlands, Farmer Peterborough Pet Feb 12 Ord Feb 12

Amended notice substituted for that published in the London Gazette of Jan. 2:

LOSKANT, ANTON, Blackheath, Leather Seller Greenwich Pet Jan 8 Ord Jan 8

FIRST MEETINGS.

ANCELL, THEODORE ROBERT, Gt Winchester st, Company Promoter Feb 23 at 11 Bankruptcy bldgs, Carey st

BARWICK, JOSEPH, Rushden, Northamptons, Boot Manufacturer Feb 26 at 12.45 County Court bldgs, Northampton

BRANDER, A I, Berners st Feb 23 at 12 Bankruptcy bldgs, Carey st

BROADHEAD, JOSEPH CONYERS, West Garforth, Yorks, Leather Merchant Feb 23 at 11 Off Rec, 6, Bond ter, Wakefield

BROUGH, WILLIAM HENRY, West Hartlepool Feb 23 at 4 Off Rec, 25, John st, Sunderland

BROWN, GEORGE FOWLER, Newton Unthank, Leics, Solicitor Feb 23 at 3 Off Rec, 1, Berridge st, Leicester

BUTLER, WILLIAM, Southsea, Commission Agent Feb 23 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

CULLIFORD, Fenchurch bldgs, Wine Merchant Feb 23 at 2.30 Bankruptcy bldgs, Carey st

GANGE, FRANK WILLIAM, Bridport, Dorset, Smith Feb 23 at 12.30 Off Rec, Salisbury

GARDNER, ROBERT, Dallington, Northamptons, Baker Feb 26 at 12.15 County Court bldgs, Northampton

GODARD, ALFRED WILLIAM, Tibberton, Worcs, Farmer Feb 24 at 11.30 Off Rec, 45, Copenhagen st, Worcester

GOODMAN, JOHN, Bradden, Northamptons, Farmer Feb 24 at 12.30 County Court bldgs, Northampton

GOUGH, HERBERT JAMES, Bristol, Coal Merchant Feb 24 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

GUNDELACH, H H F, Distaff lane, Cannon st, Fur Merchant Feb 23 at 11 Bankruptcy bldgs, Carey st

HAMILTON, JAMES, Newcastle on Tyne, Traveller Feb 24 at 11.30 Off Rec, Mosley st, Newcastle on Tyne

HARBUT, ERNEST EDGAR, Southampton, Greengrocer Feb 26 at 3.15 Off Rec, 4, East st, Southampton

HARDY, WILLIAM, Stockton on Tees, Foreman Fitter March 3 at 3 Off Rec, 8, Albert rd, Middlesborough

HODGE, WILLIAM, and ROBERT STAFFORD, Newcastle on Tyne, Cabinet Makers Feb 26 at 11.30 Off Rec, Mosley st, Newcastle on Tyne

HOLT, HENRY GRIFFITH, King's Norton, Worcs, Boot Dealer Feb 25 at 11 23, Colmore row, Birmingham

HUDSON, PERCY SEAFORTH, Waterloo, Lancs, Limestone Merchant Feb 26 at 2.30

JENNER, ARTHUR HERBERT, Camberwell Feb 23 at 2.30 Bankruptcy bldgs, Carey st

JOHN, THOMAS, Stithians, Cornwall, Farmer Feb 25 at 12 Off Rec, Boscawen st, Truro

KING, JOHN FREDERICK, West Bridgford, Notts, Pianoforte Dealer Feb 23 at 12 Off Rec, St Peter's Church walk, Nottingham

KIRLEY, THOMAS, Swansea, Builder Feb 23 at 12 Off Rec, 31, Alexandra rd, Swansea

KNOTT, ELLEN PRIEST, Dursley, Glous, Housekeeper March 2 at 11 Off Rec, Station rd, Gloucester

LEE, TOM STACEY, Leicester, Jeweller Feb 23 at 12.30 Off Rec, 1, Berridge st, Leicester

LOOG, HERMANN, Finsbury pavement, Manufacturer's Agent Feb 24 at 1 Bankruptcy bldgs, Carey st

LUCAS, WALTER, Stondon, Beds, Farmer Feb 23 at 10.30 Off Rec, 1A, St Paul's sq, Bedford

MACBETH, MARGARET, Bloomsbury st, Bedford sq Feb 24 at 11 Bankruptcy bldgs, Carey st

MARGETTS, GEORGE, Withington, Glouc, Builder Feb 27 at 3.30 County Court bldgs, Cheltenham

MORGAN, THOMAS, Newport, Mon, Ship Chandler Feb 23 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

NORMAN, HARRY ADOLPHUS, Liverpool, Portmanteau Manufacturer Feb 24 at 12 Off Rec, 35, Victoria st, Liverpool

OSTERHAUS, ADOLF, Great Winchester st, Whip Manufacturer Feb 23 at 12 Bankruptcy bldgs, Carey st

REEVES, JOHN SIMS, Ridgemount gardns, Gower st, Professional Vocalist Feb 24 at 12 Bankruptcy bldgs, Carey st

STOKES, BENJAMIN, Handsworth, Staffs, Pork Butcher Feb 24 at 12 23, Colmore row, Birmingham

TURNER, JOHN, Kendal, Westmorland, Boot Maker Feb 23 at 12 Grosvenor Hotel, Stramongate, Kendal

WARD, SAMUEL, Derby, Fish Dealer Feb 24 at 12 Off Rec, 40, St Mary's gate, Derby

WATSON, JOHN, Darlington, Fireman Feb 24 at 3 Off Rec, 8, Albert rd, Middlesborough

WATTS, HOPKIN MATTHEW, Cowbridge, Glam, Baker Feb 25 at 11 Off Rec, 29, Queen st, Cardiff

WEBB, WILLIAM, Southampton, Butcher Feb 26 at 3.45 Off Rec, 4, East st, Southampton

YOUNG, ALEXANDER STUART, Didsbury, Lancs, Grey Cloth Agent Feb 24 at 3 Off Rec, Byrom st, Manchester

Amended notice substituted for that published in the London Gazette of Feb. 12:

TUCKER, RICHARD, jnr, Bridport, Dorsets, Solicitor Feb 24 at 3 Bull Hotel, Bridport

ADJUDICATIONS.

BACKWAY, THOMAS, Ilfracombe, Carpenter Barnstaple Pet Jan 18 Ord Feb 11

BARRACLOUGH, HERBERT, Bradford, Commission Weaver Bradford Pet Feb 12 Ord Feb 12

CARTER, THOMAS, and HERBERT WEEDALE, Luton, Beds Luton Pet Feb 11 Ord Feb 11

COLLINS, HENRY JOHN, Landport, Hants, Fruiterer Portsmouth Pet Jan 18 Ord Feb 6

COLLINS, WILLIAM, Muckley Corner, nr Lichfield Grocer Walsall Pet Feb 5 Ord Feb 5

CONSITT, WILLIAM STRATFORD, North Ormesby, Yorks, Beerhouse Keeper Stockton on Tees Pet Feb 10 Ord Feb 10

COSTIN, FREDERICK, Harlesden, Mercantile Clerk High Court Pet Feb 12 Ord Feb 12

COX, ARTHUR, Ilkeston, Derby, Bricklayer Derby Pet Feb 12 Ord Feb 12

CURTIS, FRANK, Rhymney, Mon, Fruiterer Tredegar Pet Feb 10 Ord Feb 11

DAVIES, EDWARD, Mountain Ash, Glam, Collier Aberdare Pet Feb 12 Ord Feb 12

DICKER, ELIZABETH ANNIE, Gt Yarmouth Gt Yarmouth Pet Feb 12 Ord Feb 12

DOVE, HENRY, Newport, I of W, Butcher Newport Pet Feb 12 Ord Feb 12

GIBBINGS, EDWARD WILLIAM, Bond court High Court Pet Nov 30 Ord Feb 12

GOLDSTEIN, BARNETT, Spitalfields, Baker High Court Pet Dec 17 Ord Feb 12

GREWCOCK, FREDERICK, Overseal, Leics, Cowkeeper Burton on Trent Pet Feb 11 Ord Feb 11

HARBUT, ERNEST EDGAR, Southampton, Greengrocer Southampton Pet Feb 11 Ord Feb 11

HUME, ROBERT, and SAMUEL LARNETT, Bridgend, Glam, Cycle Agents Cardiff Pet Feb 10 Ord Feb 13

JONES, THOMAS BOOTH, Stretford, Lancs, Farmer Salford Pet Feb 11 Ord Feb 11

MCFARLANE, WILLIAM, Blyth, Northumberland, Builder Newcastle on Tyne Pet Feb 12 Ord Feb 12

MADDEN, CHARLES, Bedford, Jobmaster Bedford Pet Feb 13 Ord Feb 13

MARSDEN, HERBERT, Warrington, Grocer Salford Pet Feb 12 Ord Feb 12

MIDDUP, HENRY, Calverton, Notts Nottingham Pet Feb 11 Ord Feb 11

MORGAN, JOB WILLIAM, Aberdare, Glam, Coal Merchant Aberdare Pet Feb 11 Ord Feb 12

OSTERHAUS, ADOLF, Gt Winchester st, Whip Manufacturer High Court Pet Feb 9 Ord Feb 11

PATMAN, DAVID, Barton, Cambridge, Coal Dealer Cambridge Pet Feb 13 Ord Feb 13

PITCHFORD, GEORGE, Barlaston, Staffs, Railway Clerk Stafford Pet Feb 13 Ord Feb 13

POOLE, HARRY JAMES, Comberton, Cambridge, Butcher Cambridge Pet Feb 11 Ord Feb 11

RAPER, MARY JANE, Earl's Court High Court Pet Dec 8 Ord Feb 10

REES, WILLIAM, Aldersgate st High Court Pet Jan 12 Ord Feb 10

REGAN, WILLIAM FREDERICK, Threadneedle st, Estate Agent High Court Pet Oct 10 Ord Feb 10

ROBERTS, HENRY TAYLOR, Macclesfield, Braid Manufacturer Macclesfield Pet Jan 29 Ord Feb 12

SCOTT, FREDERICK, West Cowes, I W, Butcher Newport Pet Feb 13 Ord Feb 13

SIMONS, THOMAS, Kislingbury, Northamptons, Farmer Northampton Pet Feb 9 Ord Feb 11

SISSLING, GEORGE KING, Long Eaton, Derbys, Lace Manufacturer Derby Pet Feb 12 Ord Feb 12

SNOWBALL, GEORGE EDWARD, Northumbrld, Plumber Newcastle on Tyne Pet Feb 11 Ord Feb 11

SPACIE, THOMAS, Aston, nr Sheffield, Grocer Sheffield Pet Feb 11 Ord Feb 11

STOGDON, JOHN COLE, Clement's inn, Strand, Solicitor High Court Pet Sept 17 Ord Feb 12

THOMPSON, CHARLES, Darlington, Boilersmith Stockton on Tees Pet Feb 11 Ord Feb 12

UNWIN, CHARLES THOMAS, Wandsworth High Court Pet Jan 20 Ord Feb 13

WATTS, JOSEPH MATTHEW, Cowbridge, Glam, Baker Cardiff Pet Feb 9 Ord Feb 13

WRIGHT, PHILIP, Ryhall, Rutlands, Farmer Peterborough Pet Feb 12 Ord Feb 12

Amended notice substituted for that published in the London Gazette of Jan 5:

HANNAM, MESHACH, Kensington Brentford Pet Dec 30 Ord Dec 31

Amended notice substituted for that published in the London Gazette of Jan 12:

LOSKANT, ANTON, Blackheath, Leather Seller Greenwich Pet Jan 8 Ord Jan 8

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 53s. WEEKLY REPORTER, *in wrapper* 26s. 6d.; *by Post*, 28s. 6d. SOLICITORS' JOURNAL, 26s. 6d.; *by Post*, 28s. 6d. *Volumes bound at the office—cloth*, 2s. 9d., *half law calf*, 5s. 6d.

LAW.—Advertiser (21) requires Clerkship in the Country; shorthand; moderate salary.—Apply to W. S. VOCKINS, 25, Trinity-street, London, S.E.

LAW.—A Young Solicitor desires a Conveyancing Clerkship under supervision; nominal salary.—Address, E. R., care of Messrs. Reynell & Son, Advertisement Offices, 44, Chancery-lane, W.C.

WANTED, by Solicitor (age 26) having command of £1,200, Clerkship, with view to Partnership, in general practice, town or country.—R. L. W., Waterlow & Sons, Limited, London Wall, E.C.

WANTED, a Qualified Solicitor as Clerk to a Government Solicitor; must have a competent knowledge of the general business of a solicitor's office and be able to conduct cases in court; age not to exceed 30.—Apply, by letter, stating qualifications and salary required, to L. M., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

WANTED, Copies of the "Solicitors' Journal" dated Nov. 9, 1895; 6d. each will be paid for same at the Office, 27, Chancery-Lane, W.C.

A SOLICITOR, having a small practice in Liverpool and elsewhere, wishing to retire, is willing to dispose of same with Reports, Office Fixtures, &c., on terms to be mutually arranged. This affords an opportunity for a young man desirous of commencing on his own account. Advertiser would stand by for a time, and might not object to short partnership.—Address, P. 35, care C. Birchall, Advertising Agent, Liverpool.

TO SOLICITORS and AGENTS.—An established Firm of Auctioneers, Surveyors, and Valuers will return the moiety of all fees on all business introduced; bankers' and other references given.—Address, A. C, care of Smiths, 51, Moorgate-street, E.C.

FOR SALE; price £10; an Ideal Hammond Typewriter in very good condition; the property of a solicitor lately deceased; original cost, £23.—Apply by letter in first instance to W. L. S., care of Parnell & Blake, 63, Southampton-row, W.C.

FOR SALE, 9 Vols. of the Titchborne Trial, beautifully bound.—J. G., 53, Park-road, Crouch-End, N.

A SAFE 6 per Cent. INVESTMENT; reliable income of £250; strongly-built, capitally-fitted, and centrally-situated Manufacturing Premises, held for nearly 50 years at £250, and leased to a well-known responsible London Company (who repair and insure) for the whole term at £500; price £4,125.—Address, W. E., at Hornecastle's, 61, Cheapside, E.C.

DIRECTOR wanted at once for new and thoroughly sound home mining industry; qualification, £500; fees, £100; solicitor can also be appointed if with capital.—Address, COMPANY, at Hornecastle's, 61, Cheapside, E.C.

COSTS in all branches Drawn and Settled by a gentleman (long and extensive experience) at agreed percentage; at present engaged managing that department in large firm of solicitors; highest references given.—C., Housekeeper, 33, Cannon-street, City, E.C.

RENTS COLLECTED from 2½ per cent. weekly or otherwise, Town or Country, for Solicitors, Trustees, or Building Societies, by Mr. BURGESS, 28 and 30, Lower Kennington-lane. (Estb. 1851.) Bankers' references.

TO CLERKS.—A Premium paid for introductions to Rent Collecting, House Agency Business to Estab. Firm.—Address, in confidence, Inkerman Lodge, Caterham.

THE DENE, Caterham, Surrey Hills, 500 feet above sea; splendid air and water.—Rev. CROSLAND FENTON, M.A., Trin. Coll., Camb., takes a few Boys. Brilliant honour list. Games, cycling. Best references England, Wales, Scotland, India.

PROBATE VALUATIONS
OF
JEWELS AND SILVER PLATE, &c.

SPINK & SON, GOLDSMITHS AND SILVERSMITHS, 17 AND 18, PICCADILLY, W., and at 1 AND 2, GRACECHURCH-STREET, CORNHILL, LONDON, E.C., beg respectfully to announce that they ACCURATELY APPRAISE the above for the LEGAL PROFESSION OR PURCHASE the SAME for cash if desired. Established 1772

Under the patronage of H.M. The Queen and H.S.H. Prince Louis Battenberg, K.C.B.

EDE AND SON,
ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.

M. W. EDGLEY, 40 & 41, Fleet-st.

AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.
AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st,
AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.

BRAND & CO.'S SPECIALTIES FOR INVALIDS.

ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,

Prepared from finest ENGLISH MEATS
Of all Chemists and Grocers.

BRAND & CO., MAYFAIR, W., & MAYFAIR WORKS, VAUXHALL, LONDON, S.W.

LONSDALE PRINTING WORKS,
LONSDALE BUILDINGS, 27, CHANCERY LANE.

ALEXANDER & SHEPHEARD,
PRINTERS and PUBLISHERS.
BOOKS, PAMPHLETS, MAGAZINES,
NEWSPAPERS & PERIODICALS.
And all General and Commercial Work.
Every description of Printing—large or small.

Printers of *THE SOLICITORS' JOURNAL* Newspaper.

Authors advised with as to Printing and Publishing. Estimates and all information furnished.
Contracts entered into.

THE MOST NUTRITIOUS COCOA.

EPPS'S
GRATEFUL—COMFORTING.
COCOA
WITH FULL NATURAL FLAVOUR.

ESTABLISHED 1851.

BIRKBECK BANK
Southampton-buildings, Chancery-lane, London.

TWO-AND-A-HALF per CENT. INTEREST allowed on DEPOSITS, repayable on demand.
TWO per CENT. on CURRENT ACCOUNTS, on the minimum monthly balances, when not drawn below £100.
STOCKS and SHARES purchased and sold.

SAVINGS DEPARTMENT.
For the encouragement of Thrift the Bank receives small sums on deposit, and allows Interest monthly on each completed £1.

BIRKBECK BUILDING SOCIETY.
HOW TO PURCHASE A HOUSE
FOR TWO GUINEAS PER MONTH.
BIRKBECK FREEHOLD LAND SOCIETY.
HOW TO PURCHASE A PLOT OF LAND
FOR FIVE SHILLINGS PER MONTH.

The BIRKBECK ALMANACK, with full particulars post free. FRANCIS RAVENSCROFT, Manager.

THE COMPANIES ACTS, 1862 TO 1890.
BY AUTHORITY.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.
MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.

RICHARD FLINT & CO.,
Stationers, Printers, Engravers, Registration Agents,
49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).
Annual and other Returns Stamped and Filed.

TREATMENT OF INEBRIETY.

DALRYMPLE HOME,
RICKMANSWORTH, HERTS.
For Gentlemen, under the Act and privately.
For Terms, &c., apply to
R. WELSH BRANTHWAITE,
Medical Superintendent.

TREATMENT of INEBRIETY and ABUSE of DRUGS.

HIGH SHOT HOUSE,
ST. MARGARET'S, TWICKENHAM,
For Gentlemen under the Acts and privately. Terms, 2½ to 4 Guineas.
Apply to Medical Superintendent,
F. BROMHEAD, B.A., M.B. (Camb.), M.R.C.S. (Eng.)

INEBRIETY.
MELBOURNE HOUSE, LEICESTER
PRIVATE HOME FOR LADIES.
Medical Attendant: CHAS. J. BOND, F.R.C.S. Eng., L.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc. Study of Inebriety. Thirty years' Experience Excellent Legal and Medical References. For terms and particulars apply Miss RILEY, or the Principal.

Established 16 years.

INTEMPERANCE.—Ladies suffering from the effects of Intemperance or from the use of drugs provided for with every comfort and security.—Apply to the SECRETARY, ST. RAPHAEL'S, Woodside, Croydon.

MR. C. SPURLING, B.A. (Oxford), First Class Honours, Honours in B.C.L., late Scholar of Christ Church, continue to PREPARE for all Legal Examinations by Day, Evening, or Post.
LATEST SUCCESSES.—In the Bar Examinations of March, May, and October, 1895, Mr. C. Spurling sent up 24 pupils in the Final, 22 of whom passed at first attempt; 18 in Constitutional Law, of whom 16 passed at first attempt; 15 in Roman Law, all of whom passed first trial.
Address, 11, New-court, Lincoln's-inn W.C.

MR. F. F. MONTAGUE, LL.B., Solicitor, continues to Prepare for the Solicitors' Final and Intermediate Examinations only; fees half dependent on success.—For particulars apply personally or by letter, 30, Bedford-row, W.C.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 1s. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brasenose-street, Albert-square, Manchester.

ADVANCES ON NOTE OF HAND WITHOUT SURETIES.

MESSRS. EDWARDS & CO., of 17, Sackville-street, Piccadilly, are prepared to make ADVANCES from £50 upwards, or to treat most liberally with any gentleman introducing business of above nature.
No fees or delay and strictly private and reliable dealings guaranteed; references to bankers and solicitors if required.
N.B.—Repayments arranged to suit borrower's convenience.

Special Advantages to Private Insurers.

THE IMPERIAL INSURANCE COMPANY LIMITED. FIRE.
Established 1803.
1, Old Broad-street, E.C., 22, Pall Mall, S.W., and 47 Chancery-lane, W.C.
Subscribed Capital, £1,200,000; Paid-up, £300,000.
Total Funds over £1,500,000.
E. COZENS SMITH, *General Manager.*

LIFE ASSURANCE POLICIES
WANTED for large sums on lives past forty-five.
Considerably over surrender value given.
Speedy settlements and highest references.
Also Reversions and Life Interests purchased.
T. ROBINSON,
Insurance Broker, 85, High-street West, Sunderland.

THE NATIONAL REVERSIONARY INVESTMENT CO., LIMITED. Founded 1887.
REVERSIONARY INTERESTS (Absolute and Contingent), LIFE INTERESTS, LIFE POLICIES, and ANNUITIES Purchased.
The Company pays all its own Costs of Purchase.
Apply to SECRETARY, 63, Old Broad-street, London, E.C.

PHŒNIX FIRE OFFICE, 19, LOMBARD-STREET, and 57, CHARING-CROSS, LONDON.
Established 1782.
Lowest Current Rates.
Liberal and Prompt Settlements.
Assured free of all Liability.
Electric Lighting Rules supplied.
W. C. MACDONALD, F. B. MACDONALD, } Joint Secretaries.

THE REVERSIONARY INTEREST SOCIETY, LIMITED
(ESTABLISHED 1823),
Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.
Paid-up Share and Debenture Capital, £613,795.
17, KING'S ARMS YARD, COLEMAN STREET, E.C.

ORIENT COMPANY'S YACHTING CRUISES by the Steamships "GARONNE," 3,901 tons register, and "LUSITANIA," 3,912 tons register, as under:—

For MOROCCO, SICILY, PALESTINE, and EGYPT, leaving Villa Franca (Nice), March 2. Passengers can leave London March 1, returning to London April 15.

For SOUTH OF SPAIN, GREECE, CONSTANTINOPLE, &c., leaving London March 31, returning May 17.

For PORTUGAL, MOROCCO, CORSICA, ITALY, and SICILY, leaving London April 21, returning May 29.

String band, electric light, hot and cold baths, high-class cuisine.

Managers: F. Green & Co.; Anderson, Anderson, & Co.

Head Offices: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-avenue, London, E.C.; or to the West-End Branch Office, 16, Cockspur-street, S.W.